

## **DECISION**

Dispute Codes      MNDC, OLC, RP, PSF, FF, O

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the unit pursuant to section 33;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that she sent the landlord a copy of her application for dispute resolution by registered mail on August 13, 2010. She provided the Canada Post Tracking Number to confirm this means of service delivery. The landlord confirmed that she received the tenant's application for dispute resolution. The parties also testified that they exchanged copies of their evidence before the hearing. I am satisfied that the tenant's application for dispute resolution and the evidence packages of the parties have been served in accordance with the *Act*.

### Preliminary Matters

On August 19, 2010, the tenant sent a written request to audiotape this hearing. At the hearing, she rescinded that request.

Before the hearing, the tenant submitted a number of requests for the issuance of a summons to the repair person hired by the landlord to paint and repair her rental

premises. She requested his attendance because she wanted to ask him questions regarding his letter that the landlord had entered into written evidence.

The tenant did not convince me of the need to issue the repair person a summons. I noted that I would take into account the tenant's concerns that she was unable to ask questions of the author of the letter when I weighed this evidence.

#### Issues(s) to be Decided

Is the tenant entitled to a monetary order? Should an order be made to the landlord to comply with the *Act* or to make repairs to the rental unit? Should an order be made to the landlord to provide services or facilities required by law? Is the tenant entitled to recovery of her filing fee for this application?

#### Background and Evidence

The parties testified that the tenant moved into this apartment building in 1986. The tenant pays \$1,052.00 in monthly rent.

The parties testified that the tenant has applied for dispute resolution in the past regarding her concerns about the landlord's care of the building. The parties presented photographic evidence, some of which was conflicting, regarding the condition of this rental property. The tenant maintained that the present building manager does not maintain the property properly. The tenant also raised allegations that the building manager has not ensured that repairs and painting to her rental unit have been done properly. The landlord testified that the property is properly maintained and that the concerns the tenant raises are unfounded. She said that the building is maintained on a regular schedule and that measures have been taken to resolve any actual maintenance or repair issues. The tenant acknowledged that the landlord has taken some steps to address her concerns, but testified that these were insufficient.

The tenant applied for a monetary award of \$510.00 to compensate her for a lengthy list of problems she identified in this property. She listed 17 items at a rate of \$30.00 per

infraction to arrive at her requested monetary order of \$510.00. These items include her allegations that the landlord failed to:

- clean up bird droppings from the main entrance;
- vacuum and remove carpet spills;
- provide a copy of the Privacy Policy;
- complete her apartment repairs.

During the hearing, the tenant testified that her primary interest in this matter was not to obtain a monetary award. Rather, she said that she wants repairs to be done to the property so that she does not have to look at the carpet stains, the improper cleaning and her other concerns about how the landlord looks after this property.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I do not accept that the tenant has provided sufficient evidence to verify her claim for damage or loss under the *Act*. The items listed in the tenant's request do not entitle her to a monetary order. Based on the evidence presented, I dismiss the tenant's application for a monetary Order.

During the hearing, the landlord testified that she did not know until one year after the repair person worked on the tenant's painting and repairs that the tenant was dissatisfied with these repairs. The tenant testified that the landlord's building manager needs to authorize any repair work to be and needs to inspect the unit when the work is

done to ensure that it has been completed properly. The landlord testified that she is willing to hire either the same repair person who did the original work to repair the painting if he is available, or someone else if he is not available.

Based on the evidence presented, I order the landlord or his representative to inspect the tenant's rental premises with the tenant to arrange for repairs to the painting of her rental unit. I order the landlord or his representative to arrange for a time for a contractor to perform these painting repairs. I order the landlord or his representative to inspect the repairs after the work is done to ensure that it is completed properly.

I dismiss all other portions of the tenant's applications. I am not satisfied by the evidence that the tenant has demonstrated to the extent necessary that there is a need to issue any additional orders. While I recognize that the tenant disagrees with the way that her building is being maintained, I am not convinced that the issues that she has identified require the issuance of orders to the landlord.

### Conclusion

I dismiss the tenant's application for a monetary Order. I order the landlord to arrange for repairs to the painting of the tenant's rental unit in the method outlined in this decision. I dismiss all other portions of the tenant's application for orders. I do not allow the tenant to recover her filing fee from the landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.