



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, MNR, MNDC, OLC, ERP, RP, PSF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy, a monetary order and orders that the landlords comply with the Act, perform repairs and provide services or facilities. The tenant testified that she served the landlords with a copy of her application for dispute resolution, notice of hearing, amended application for dispute resolution and evidence by personally serving the building manager. I found that the landlords had been properly served with notice of the hearing and the claim against them and the hearing proceeded in their absence.

Issues to be Decided

Is the tenant entitled to an order that the landlords perform repairs?

Is the tenant entitled to an order that the landlords comply with the Act?

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to an order that the landlords provide services or facilities?

Background, Evidence and Analysis

The tenant's claims and my findings around each are as follows.

1. Notice to end tenancy

The tenant was served with a one month notice to end tenancy (the "Notice") on August 31. The Notice is comprised of the first page of a form which was in use prior to a substantial revision of the Act in 2004 and references incorrect section numbers and the second page of the form currently approved by the Director of the

Residential Tenancy Branch. I find that the Notice is not in the approved form as the first page is outdated. I order that the Notice be set aside and of no force or effect. As a result the tenancy will continue.

2. Repairs

The tenant testified that the drywall in her bathroom has deteriorated, the tiles on the bathroom floor require replacement, the tiles around the bathtub need to be replaced, the bathroom heat lamp is not operable and the bathtub needs to be re-caulked. The tenant provided photographs of the bathroom which showed everything but the floor tiles. Based on the tenant's undisputed evidence, I find that the tenant has proven that repairs to the bathroom are required. However, I find that the tenant has failed to prove that the floor tiles require replacement as there is no photographic evidence to corroborate their condition. **I order the landlords to replace the tiles around the bathtub, replace and paint the drywall in the bathroom beside the bathtub, re-caulk the bathtub and replace or repair the bathroom heat lamp in the rental unit. I order that the landlords complete these repairs no later than December 31, 2010.**

The tenant testified that one of the large burners on her stove has not worked for more than one year. I accept the tenant's undisputed testimony and find that the burner is not functioning. I find that the tenant is entitled to have use of all 4 burners and **I order the landlords to repair or replace the non-functioning burner in the rental unit no later than November 30, 2010.**

The tenant also testified that an electrical socket in the living room is not functioning, the bathroom sink is chipped and the refrigerator is leaking. The tenant identified these items only at the hearing and there is no indication in the evidence provided prior to the hearing that she was making these claims. I dismiss those claims with leave to reapply as the landlord had no prior notice of the claims.

The tenant provided photographs of several doors in common areas of the building. The photographs show that the rooftop door is broken and that the door to the third floor has come off its hinges. The tenant testified that the lock on the basement door is not functioning properly and that the tenant is often unable to enter the basement because the lock will not function. The tenant also provided a photograph of the

building intercom and testified that while the intercom will allow people outside the buildings to ring a particular suite, the occupants of the suite are unable to communicate through the intercom and are therefore unable to determine who is seeking entry. I accept the tenant's undisputed testimony and find that the aforementioned doors and intercom are broken and require repair. **I order the landlords to replace the door and door handle to the roof, replace the door handle and lock to the basement and repair the door to the third floor. I further order the landlords to repair or replace the intercom system. I order that the landlords complete these repairs no later than December 31, 2010.**

The tenant provided photographs of a hallway stairwell which showed a hole in the wall, a broken vinyl tile in the basement and the basement floor which appears to have no floor covering whatsoever. I accept the tenant's undisputed evidence and find that the hallway stairwell has a hole which requires repair and a broken tile in the basement. **I order the landlords to repair the hole in the stairwell and replace the broken tile in the basement. I order that the landlords complete these repairs no later than December 31, 2010.** I dismiss the tenant's claim for an order that the landlord install carpeting on the basement floor. The tenant did not give evidence that this area had ever had a floor covering and I find that leaving a basement floor without a floor covering is not unreasonable.

3. Monetary order

The tenant testified that she incurred some cost in treating the rental unit for bedbugs. The tenant stated that there were bedbugs on other floors of the building but that they did not arrive in the rental unit until October 2009. The tenant houses international students and testified that it was possible that the students brought the bedbugs. In order to prove her claim, the tenant must prove that the bedbugs were not brought into the rental unit by her or her guests. I find that the tenant has failed to meet this burden and I dismiss the claim for the cost of treating the unit for bedbugs and the tenant's losses as a result of the infestation.

The tenant testified that when she was treating the rental unit for bedbugs, she emptied the unit and determined that the hardwood floor should be refinished. The tenant hired a professional to sand and finish the floor. The tenant stated that while

she talked with the resident manager about refinishing the floor and while he was able to give her some advice regarding installing the baseboards, he did not agree to reimburse her for the cost of refinishing the floors. I find that the parties did not have an agreement whereby the tenant would be entitled to be reimbursed for the cost of refinishing. Although conceivably it could be argued that the tenant had increased the value of the landlord's property by refinishing the floors, it is also possible that the value could have been diminished had the work been shoddily performed. In the absence of evidence to show the quality of work, I am unable to make that determination. The claim for the cost of refinishing the floors is dismissed.

The tenant further claimed costs related to litigation, including legal consultation, photocopying, computer use, faxing, office supplies, transportation and assistance from others. Under the Act, the only litigation-related cost I am empowered to award is the cost of the filing fee, which in this case was waived. The claim for litigation-related expenses is dismissed.

4. Order that the landlord comply with the Act and provide services required by law

The tenant testified that the landlords have not regularly cleaned the residential property and provided photographs showing a soiled laundry sink and dusty handrails and milkwells. The tenant further testified that the landlords have permitted debris to accumulate outside the building and abandoned furniture inside the building and provided photographs showing the same. I accept the tenant's undisputed testimony and find that if the landlords have performed cleaning, it is inadequate and further find that there is debris and garbage outside the building. **I order the landlords to clean all common areas, including carpets, milkwells, handrails and the laundry sink, at least weekly commencing immediately. I further order the landlords to remove and dispose of the debris and garbage outside the building and to remove and dispose of the organ left inside the building.**

The tenant further testified that the landlord has occasionally neglected to replace burnt out light bulbs. **I order the landlords to replace burnt out light bulbs immediately upon learning that they require replacement.**

The tenant also requested an order that the resident manager stop engaging in what she described as bullying, harassing and intimidating behaviour. It is clear that the parties have had some tension between them since the bedbug issue arose, but I am unable to characterize the manager's behaviour as anything more sinister than unprofessional. I am unable to find that the manager's behaviour or his silent treatment of the tenant can be characterized as bullying, harassing or intimidating and I therefore dismiss the claim.

Conclusion

The Notice is set aside. The landlords are ordered to make certain repairs and perform certain tasks as identified in bold above. The tenant's monetary claim is dismissed.

Dated: November 17, 2010

Dispute Resolution Officer