



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes DRI, MNDC, OLC, RP, PSF, LRE

Introduction

This hearing was convened in response to the tenant's application seeking:

1. To dispute an additional rent increase,
2. A monetary award for compensation for damage or loss;
3. An Order compelling the landlord to comply with the Act;
4. An Order that the landlord make repairs;
5. An Order that the landlord provide services and facilities; and
6. An Order that the tenant be allowed to reduce her rent for repairs.

Both parties appeared at the hearing and gave evidence under oath.

Issue(s) to be Decided

Whether the tenant is entitled to any of the orders sought.

Background and Evidence

This tenancy began in 2007. The tenant states that she had to clean the rental unit "slavishly" to bring the rental unit up to "habitable standards" and she had to install her own washer/dryer as the landlord would only supply hook-ups. Later in September 2007 the landlord commenced construction of a suite in the basement of the rental unit. The tenant says she was aware this work would take place but assumed it would commence sometime later. The tenant now says that she believes the landlord started the work as soon as she received the tenant's first rent cheque. When construction began the tenant says the washer and dryer was removed to the garage. The tenant says this left her with no on-site laundry access when she had a newborn at home. The tenant says the construction workers attempted to take her dolly/hand cart. The tenant says the worker told her the landlord said he could take it. The worker returned the cart but it was damaged. When the tenant asked the landlord for repairs the landlord said "Why did you let the workers use it?" the tenant says she put the cart in the garage and

it later went missing. She assumed the landlord had removed it to repair it but this was not the case.

The tenant said the basement suite was completed and a brand new stainless steel fridge and "gleaming white stove" were installed. The tenant says at this point, before the new tenants moved in, she enjoyed a "glorious week" of laundry access as the landlord had installed an "ancient" washer/dryer in the basement suite for her use. The tenant says she inquired as to how she would get access to the laundry when new tenants moved into the basement suite and was informed she would have to enter their suite to gain access. The tenant submitted that "This arrangement required such involvement and cooperating in each other's lives that it should come as no surprise that we remain friends to this day."

The tenant says the washer/dryer the landlord provided was old and could not stand up to use by 2 families with children. Further, the tenant realized she was to pay all of the utilities and collect from the tenant's below so she began to deduct 1/3 of the utilities from her rental payments and to date the tenant pays the utilities and deducts the amount from her rent.

The tenant says she also had to deduct the cost of Shaw Cable which the landlord agree to supply and didn't.

The tenant says she is seeking to have the landlord hire a professional to inspect and provide maintenance to the furnace and chimney. Further that the house was built in the 1960's and requires a new power-box. The tenant says she is also seeking monetary compensation for maintenance of the yard and garden which she says she has maintenance since 2007.

The tenant seeks an Order that the landlord hire a plumber to fix the leak under the sink. The tenant says the landlord and her husband have inspected the matter and say it does not leak but she says it does, she wants the bathroom inspected as well because the shower doesn't sprinkle properly.

The tenant seeks an Order compelling the landlord to stop serving her with 10 day Notices to End Tenancy because she has not paid the pet deposit as ordered by the Residential Tenancy Branch on September 2, 2010. The tenant says that she fails to see how her pets: 2 cats and a small Lhasa Apso/Poodle cross could possibly cause any hardship to the rental unit.

In her submissions the tenant says she is seeking the following:

1. \$1,300.00 representing one months' rent to compensate for the loss of enjoyment while the basement suite was being constructed in 2007;
2. \$68.70 for the loss of the dolly/hand truck that went missing in September 2007;
3. \$60.00 for only receiving 1 months Notice of rent increase instead of 3 months notice in 2008;
4. The tenant seeks also to dispute the \$30.00 rent increase imposed in 2008 because she believes the landlord only imposed this rent increase in order to return the rent to its previous level after the tenant began deducting \$30.00 from her rent in lieu of the cable television service the tenant says the landlord agreed to supply;
5. The tenant seeks and unspecified amount in penalties for the landlords refusal to comply with the RTB's decision dated December 22, 2010;
6. \$20.00 per month for "...all tasks pertaining to the rehabilitation, care and maintenance of the lawn and its various specimen plants and trees";
7. Return of the lawn mower provided by the landlord at the outset of this tenancy which the landlord later replaced with a lesser model as the tenant does not wish to mow the lawn with inferior equipment;
8. An unspecified amount in damages related to loss of use and enjoyment of the rental property and intermittent loss of laundry facilities;
9. And – since August 2010, unspecified compensation for the constant acrimony with the landlord which has had a detrimental effect of the tenant's life and that of her daughter;
10. An Order compelling the landlord to complete maintenance on the rental property in accordance with the Act;
11. Repair the bathroom shower as the tenant has been forced to endure more than 2 weeks of water not properly diverted to the shower head such that more than 30% of the water continues to flow from the faucet and "...there is not sufficient water pressure for one to enjoy a proper shower;
12. Return of \$170.00 the tenant says she paid to cover shortfalls after "TL's" disappearance.

Analysis

The tenant has brought this claim and therefore bears the burden of proving it. I find that the tenant has brought a litany of complaints but she has failed to supply sufficient evidence to support any of her claims as set out above.

To the tenant's claims as follows:

- \$1,300.00 for loss of quiet enjoyment of her rental unit in September 2007;
- \$68.70 for the loss of the dolly/hand truck in September 2007;
- \$60.00 rental refund for lack of proper rental increase notice in 2008;
- Recovery of the \$30.00 rent increase imposed in 2008;
- \$20.00 per month for "...all tasks pertaining to the rehabilitation, care and maintenance of the lawn and its various specimen plants and trees"; and
- An unspecified amount in damages related to loss of use and enjoyment of the rental property and intermittent loss of laundry facilities.

I apply the doctrine of laches. Laches is a legal doctrine based on the maxim that equity aids the vigilant and not those who slumber on their rights. I find that the tenant's inordinate delay in asserting her claims and the manifest prejudice to the landlord that has resulted from her failure to make a timely objection warrants the denial of these claims.

With respect to the tenant's claims for an unspecified amount in penalties for the landlord's refusal to comply with the RTB's decision dated December 22, 2010, there is no jurisdiction for me to award an amount by way of penalty and this claim is therefore dismissed. In any event, the tenant has failed to show that the landlord has not complied.

I decline to order the landlord to return of the lawn mower she provided at the outset of this tenancy because the tenant does not wish to mow the lawn with inferior equipment because the tenant has failed to show that the mower the landlord has supplied is inferior.

I decline to award unspecified compensation for the constant acrimony the tenant says she experiences with the landlord which she says has a detrimental effect of the tenant's life and that of her daughter. There are no provisions under the Act to award compensation for "...constant acrimony..." while the Act does allow for aggravated damages, the tenant has failed to prove any such claim entirely.

I decline to compel the landlord to complete maintenance on the rental property in accordance with the Act because the tenant has failed to show that the landlord is not completing maintenance as required.

I decline to compel the landlord to repair the bathroom shower. In her own evidence the tenant says this rental unit was built sometime in the 1960s, as such some of equipment and fixtures within the building may not operate as they would in a newer building.

With respect to issues of maintenance, the tenant should note that the landlord is responsible for ensuring that rental units and property meet “health, safety and housing standards” established by law, and ***are reasonably suitable for occupation given the nature and location of the property*** (emphasis added). Further, with respect to lawn maintenance it should be noted that the tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

With respect to the tenant’s claim for the “return of \$170.00 the tenant says she paid to cover shortfalls after “TL’s” disappearance, again the tenant has failed to bring sufficient evidence to support this claim. It is dismissed.

Conclusion

All of the tenant’s claims are dismissed.

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*.
