

Decision

Dispute Codes: MNDC, RP, PSF

Introduction

This hearing dealt with an application by the tenants for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / and an order instructing the landlord to provide services or facilities required by law. Both parties were represented in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenants are entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on July 1, 2010. Monthly rent is \$785.00, and a security deposit of \$392.50 was collected.

By letter dated January 23, 2011, female tenant "AS" set out a number of concerns related to the tenancy. These included, but were not necessarily limited to the following:

HEAT:

November 29, 30 & December 1, 2010: "no heat" and "no firewood"

December 25 to 28, 2010: "no heat"

PLUMBING:

December 9 to 15, 2010: "a horrible whistling noise nonstop coming from the bathroom pipe" for 4 to 5 days

HOT WATER:

Since the beginning of tenancy "on and off certain time[s] the Hot Water fails."

INTERCOM SYSTEM:

"has never worked properly"

Further, in this letter female tenant "AS" claims as follows:

There have been various Managers working here since I moved in, in July of 2010 and I was never made aware by any of them there was a Request Form that needed to be filled out for every single problem, or incident.

Female tenant "AS," who wrote the above letter, was not present at the hearing to testify. Male tenant "JO" testified that he has not been a tenant in the unit for the full duration of the tenancy which began for female tenant "AS" on July 1, 2010.

The resident manager / agent for the landlord testified that she has been in this role since February 15, 2011, and that the tenants first brought their concerns directly to her attention on February 17, 2011. She also testified that "maintenance work request" forms are at all times available to tenants outside her office.

Included in evidence are 4 separate "maintenance work request" forms completed by the tenants, in summary as follows:

December 15, 2010: "deteriorating rug"

- notation to the effect that unit was rented with carpets which were professionally cleaned prior to tenants taking possession

December 28, 2010: "heat is not working"

- notation that maintenance person attended unit on December 29, 2010

January 11, 2011: "heat works now and then"

- notation that maintenance person attended unit on January 12, 2011

January 21, 2011: "plumbing – shower goes hot & cold"

- an internal e-mail between the landlord's agents notes that this issue "has nothing to do with the suite – [maintenance person] check boiler to make sure ok and "BURPED" the lines.

- This is not the only Tenant to have water issues as there are a few in the same building.

During the hearing, male tenant "JO" testified that at the present time he has no maintenance – related concerns arising from the tenancy. There were no witnesses called by either party to testify at the hearing.

Analysis

Section 32 of the Act speaks to **Landlord and tenant obligations to repair and maintain**, and provides in part, as follows:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In view of male tenant “JO’s” confirmation that there are presently no maintenance – related concerns in the unit, I hereby dismiss the aspects of the application which concern a request for orders instructing the landlord to make repairs to the unit, site or property / and to provide services or facilities required by law.

The remaining aspect of the application concerns compensation for damage or loss under the Act, regulation or tenancy agreement. After carefully considering the documentary evidence and all the affirmed testimony, I find on a balance of probabilities that the tenants have not proven entitlement to compensation. In summary, there are only 4 “maintenance work request” forms in evidence, 1 of which concerns an allegedly worn out rug, and 3 of which concern either plumbing or heating. 2 of these “maintenance work request” forms reflect that the problems were attended to by the landlord on the following day. In the case of the third “maintenance request form,” the landlord’s internal e-mail appears to confirm that the maintenance person attended to “burping” the pipes in a timely fashion. Further to all the foregoing, and as stated earlier, male tenant “JO” testified that he currently has no maintenance concerns.

Conclusion

For all of the above reasons, the application is hereby 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*.

DATE: March 15, 2011

Residential Tenancy Branch

