



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNDC, RP, PSF, RR

Introduction

This hearing dealt with the tenant's application 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 / an order instructing the landlord to provide services or facilities required by law / and permission to reduce the rent for repairs, services or facilities agreed upon but not provided. Both parties attended the hearing and gave affirmed testimony.

Issues to be decided

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

Background and Evidence

4 previous hearings have been convened in response to applications from the tenant in regard to this tenancy. Decisions have been issued by dates of September 13 & November 25, 2010, as well as February 3 & March 25, 2011. While matters in dispute have included the statutorily authorized level of rent, the tenant's principal concerns pertain broadly to the condition of the unit, including appliances. An overview related to the current issues is set out below.

By decision dated September 13, 2010, the level of rent was brought into compliance with the Act, and the tenant was awarded compensation arising from a broken refrigerator and a broken wall hanging.

By decision dated November 25, 2010, the landlord was ordered to complete certain work / repairs at the unit by January 15, 2011. As repairs to the balcony and balcony railing are dependent on the weather, no deadline for the completion of that particular repair was set in the decision.

By decision dated February 3, 2011, the landlord was ordered to complete certain work / repairs by not later than midnight, Friday, March 5, 2011. Repairs to the balcony were not further addressed in that decision.

Subsequently, by decision dated March 25, 2011, it was determined that while certain work / repairs had been started, they had not been completed. In the result, the landlord was ordered to complete the subject work / repairs by no later than 5:00 p.m., Sunday, April 10, 2011. In the decisions issued on September 13, 2010, as well as February 3 and March 25, 2011, the tenant was awarded compensation in relation to work / repairs that had not been completed.

Matters currently in dispute and before me at this hearing are set out below.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

The parties are reminded about the provisions in section 32 of the Act which speaks to **Landlord and tenant obligations to repair and maintain**. This section of the Act provides 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.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1)(a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

The current matters in dispute and my findings around each are set out below.

Sealing around entrance door: while weather stripping has been installed, the tenant claims that there is still a draft from the right hand side of the door (looking from the inside). The landlord agreed and I hereby **ORDER** the landlord and/or his agent to enhance the weather stripping on the right hand side of the door by not later than midnight, Saturday, June 18, 2011.

Living room blind (right hand side): while the previous blind has been replaced, the tenant claims that the replacement blind does not properly function. The landlord agreed to examine the blind with the tenant in order to ensure that it functions properly, and/or that it is being operated correctly. I hereby **ORDER** the landlord and/or his agent to undertake this examination and to take any remedial action deemed necessary by not later than midnight, Saturday, June 18, 2011.

Kitchen stove: the tenant claims that the light on the top of the stove flickers and, further, that the oven emits fumes when in use. The landlord agreed to have the light examined and, if necessary, tightened or replaced. I hereby **ORDER** the landlord and/or his agent to examine (and, if necessary, replace) the light above the stove by not later than midnight, Saturday, June 18, 2011.

As to fumes from the oven, the landlord takes the position that they are the result of an unclean oven. In the absence of sufficient evidence that the stove (specifically, the oven) is not in compliance with "health, safety and housing standards required by law," I make no finding with regard to it. In the meantime, the parties are advised that the Residential Tenancy Policy Guidelines provide that the useful life of a stove is generally estimated to be 15 years. The age of the stove in question is unknown.

Carpet in the bedroom and corridor: carpets within the unit have been cleaned. Based on the documentary evidence (including photographs) and testimony, I find there is insufficient evidence that these carpets do not comply with the standards set out above in section 32(1)(a)&(b) of the Act. However, the parties are advised that the Residential Tenancy Policy Guidelines provide that the useful life of carpets is generally estimated to be 10 years. The age of the carpets in question is unknown.

Painting of bedroom ceiling: while this work has been completed, the tenant claims that the finishing in the corners and at the junction where the walls meet the ceiling is not to

professional standards. However, having considered the documentary evidence (including photographs) and testimony, I find there is insufficient evidence that the condition of paint in the bedroom does not comply with the standards set out in section 32(1)(a)&(b) of the Act. The parties are also advised that the Residential Tenancy Policy Guidelines provide that the useful life of interior paint is generally estimated to be 4 years.

Balcony and balcony railing: while painting and minor repairs have now been completed, the tenant alleges that repairs are not satisfactory. However, having considered the documentary evidence (including photographs) and testimony, I find there is insufficient evidence that the condition of the balcony and the balcony railing do not comply with the standards set out above in section 32(1)(a)&(b) of the Act.

Cap(s) on top of bolt(s) at the base of the toilet: the tenant acknowledges that while the toilet does not wobble in any way, the cap(s) on top of the bolt(s) which fasten the toilet to the floor are not firmly affixed. Having considered the documentary evidence (including photographs) and testimony, I find there is insufficient evidence that this matter constitutes a breach of the standards set out in section 32(1)(a)&(b) of the Act.

Enamel in the bathtub: the tenant claims that the condition of the enamel in the bathtub is such that she experiences “sticking” when making use of the bathtub. Having considered the documentary evidence (including photographs) and testimony, I find there is insufficient evidence that the condition of the bathtub fails to meet the standards set out in section 32(1)(a)&(b) of the Act. During the hearing there was some discussion around whether the tenant’s use of the bathtub may be made more comfortable with the introduction of rubber bathmats, both within the bathtub itself and on top of the edge.

Intercom: while the tenant takes the position that the intercom still does not work, the landlord disputes this. In the absence of sufficient evidence that the intercom does not work, I make no finding with regard to it. However, the landlord agreed to confirm the operational status of the intercom by undertaking a further inspection and, accordingly, I hereby **ORDER** the landlord and/or his agent to complete this inspection and complete any repair that may be necessary by not later than midnight, Saturday, June 18, 2011.

Monetary order / rent reduction: Section 72 of the Act addresses **Director’s orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the tenant’s claim for costs associated with such things which include, but are not necessarily limited to the following, are

hereby dismissed: stop payment fees, postage, photocopying, drop-in recreation fees, transit fares and so forth.

I find that additional concerns identified by the tenant which have been addressed previously as well as above, are insufficient to warrant further compensation, including a reduction in rent. As such, these aspects of the application are hereby dismissed.

Conclusion

The landlord is **ORDERED** to follow-up with certain tasks by the deadlines agreed to during the hearing and as set out above.

The aspects of the tenant's application concerning a monetary order and/or rent reduction are 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: June 6, 2011

Residential Tenancy Branch