



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC RP O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for an Order to have the Landlord make repairs to the unit, site or property, and for other reasons.

The parties appeared at the teleconference hearing, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issue(s) to be Decided

1. Has the Landlord been duly informed of the monetary claim being brought against them by the Tenants?
2. Has the Landlord been informed of required repairs to the rental unit prior to this hearing?
3. Have the Tenants met the burden of proof to be successful with their application?

### Background and Evidence

The parties entered into a month to month tenancy agreement that began on July 1, 2010. Rent is payable on the first of each month in the amount of \$950.00 and on July 1, 2010 the Tenants paid \$475.00 as the security deposit. The parties attended the move in inspection and signed the inspection form on July 1, 2010. The rental unit is a singlewide manufactured home that has skirting around the trailer and a deck attached.

The Tenant affirmed that they were seeking repairs to their deck, furnace, and trailer to prevent cats from coming inside. She stated that the deck had been partially repaired when plywood was screwed down on top of the existing deck however the workers did not put it tight up to the trailer so when they go out either door there is a gap between the new plywood and the door stop. The new plywood has raised the level of the deck

so when they come out they are stubbing their toes against the lip of this new plywood. This lip which is created by having the wood about 1 – 2 inches away from the side of the trailer or door stops causes rain to come inside the trailer under both doors. The Tenant is also concerned that the deck is pulling away from the trailer.

The Tenant advised that the furnace has not been serviced since 1997 and when they turn it on they can smell burning dust. The furnace broke in the early summer and they were told by the repairman that it was not safe. They are requesting that it be serviced and cleaned along with the furnace ducts.

The Tenant argued that whenever they call to have work performed the Landlord does not return their calls so they call back and end up leaving messages with the receptionist. She stated that the Landlord did not take action to have the deck repaired until they filed their claim for dispute resolution. She said they have requested that the Landlord fix the bottom of the trailer as there was a litter of kittens born underneath and they are now finding their way inside the trailer into the furnace room.

The Landlord affirmed that the furnace was serviced when it was repaired in May 2011. She also stated the work order to repair the deck was initiated soon after the problem was reported by the Tenants however the Tenants had too much garbage piled on the deck that the repair people had to leave and return when the Tenants finally had it cleaned off. The work was invoiced on September 5, 2011.

The Landlord confirmed she does not return the Tenants' calls because they are very difficult to deal with as they are always yelling and swearing. They are so rude that they get complaints from others who had to deal with them even though they have been told this is not acceptable.

At this point in the hearing the male Tenant began swearing and yelling in the background. I asked to speak to him at which point I informed him that his behaviour was inappropriate and unwarranted. I told him that if he swore or yelled again during the hearing their call would be disconnected and the hearing would continue in their absence.

The Landlord continued and state that she had initiated a work order each time they have called with a complaint. On several occasions the contractors have had to go away without completing the jobs because there is too much garbage and piles of debris inside and outside the trailer. She stated that she had not heard any complaints since the deck was resurfaced. She has not been informed that water is coming in under the doors and she had no idea cats were getting inside the trailer. The skirting

had been repaired around the deck back in August 2010 and she has never heard a complaint about the skirting since. The Landlord agreed to send a fax with copies of the invoices for the work that has been performed on the furnace and deck.

### Analysis

Section 59 (2) of the Act provides that an application for dispute resolution must (a) be in the applicable approved form, (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and (c) be accompanied by the fee prescribed in the regulations.

Section 59 (5)(a) of the Act provides that the director may refuse to accept an application for dispute resolution if in the director's opinion, the application does not disclose a dispute that may be determined under this Part.

As the Tenants did not disclose the amount they were seeking in monetary compensation or the reasons for seeking it I decline to hear their request for a monetary order pursuant to section 59 of the Act, as stated above.

A fax was received from the Landlord which included a fax cover sheet and four invoices. A copy of the faxed pages is attached to this decision to ensure all parties have the opportunity to review the document and ensure the principles of natural justice are upheld.

The invoices support the furnace was repaired, cleaned and serviced on May 25, 2011 bringing it back to working order. When a forced air furnace is not used during the summer months it is not uncommon for a small amount of dust to settle on the burners which can cause an odor when the furnace is first put back into use in the fall. That being said there is insufficient evidence before me to indicate the furnace requires additional servicing or that the duct work requires maintenance over and above regular cleaning that a Tenant would be responsible to do such as vacuuming the vents when they vacuum the floor or carpet.

On a balance of probabilities I find that the Landlord has not been properly informed, prior to this hearing, that the repair to the deck that was completed September 5, 2011 needs further work to remediate the problem of rain coming in under the door and the stubbing or trip factor that has been created. I further find the Landlord has not previously been informed that there are cats getting inside the furnace room. Therefore there is insufficient evidence the Landlord has breached the Act. Accordingly I dismiss the Tenants' request to order the Landlord to make repairs to the unit site or property.

The evidence does however support that the method of communication between the parties has been strained. Therefore I hereby order that from this date forward the parties communicate in writing, (either by e-mail or by written letter) ensuring that each communication or request for repairs are dated and served to the other party in accordance with section 88 of the Act.

Upon receipt of this decision I find the Landlord has been informed, in writing, of the Tenants' requests to have the problems created by the deck repair attended to and remediated and the problem with cats getting inside the trailer resolved. If the Landlord fails to attend to these matters in a reasonable amount of time the Tenants would be at liberty to seek remedy through another application for dispute resolution.

I have included with my decision a copy of "A Guide for Landlords and Tenants in British Columbia" and I encourage the parties to familiarize themselves with their rights and responsibilities as set forth under the *Residential Tenancy Act*.

#### Conclusion

I HEREBY DISMISS the Tenants' application.

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*.

Dated: October 11, 2011.

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Residential Tenancy Branch