

DECISION

Dispute Codes: *RP RR, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to carry out repairs and allow a rent reduction. The tenant also applied for the recovery of his filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Was the landlord negligent in his responsibilities to attend to the tenant's request for repairs? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on April 01, 2006. The monthly rent is \$1,055.00. Pursuant to the tenancy agreement, the landlord allowed the tenant to install his own dishwasher, washer and dryer at the tenant's cost. A term of the tenancy agreement stated that the tenant was responsible for the maintenance of these appliances and any damage resulting from their installation.

On October 17, 2011 a Property use inspector visited the unit and noted that the washing machine and dishwasher were not installed properly, causing problems with the flow of water in another unit. Shortly after, the problem was resolved by the removal of the dishwasher.

The tenant reported a list of 40 plus items that he wanted the landlord to attend to. The tenant admitted that he had applied for dispute resolution a total of seven times. All his applications for dispute resolution, dealt with requests for repairs and therefore most of the items on the tenant's list were either already addressed (*res judicata*) or will be the subject of a judicial review that the tenant has applied for.

The landlord stated that the tenant sends in complaints regularly by way of binders or emails. In the last couple of months the tenant has written at least twelve emails complaining about something in the rental unit. The landlord stated that the tenant is hoping that the landlord will renovate the entire unit.

Upon review of the list of complaints, I found that there were only two that were not *res judicata* or were not issues slated to be discussed at a Judicial review hearing. These consisted of a “wobbly” toilet and a leaking bathroom sink. The landlord agreed to have both items inspected and repaired if necessary by December 15, 2011.

Analysis

Based on the sworn testimony of both parties and the documentary evidence in front of me, I find that the landlord has in the past acted responsibly and responded to the tenant’s complaints in a timely manner. I also find that the tenant is a habitual complainer which reduces the validity of his complaints.

Since most of the tenant’s complaints have already been addressed at other hearings and the balance are scheduled to be addressed in the Supreme Court of Canada, I dismiss the tenant’s application without leave to reapply. The tenant must bear the cost of filing this application.

Conclusion

I order the landlord to inspect the toilet and the bathroom sink and carry out any required repairs by December 15, 2011. The remainder of the tenant’s application is dismissed without leave to reapply.

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: November 23, 2011.

Residential Tenancy Branch