



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP, PSF, RR

Introduction

This hearing was convened in response to an application filed by the tenant seeking:

1. A monetary order in the sum of \$1,750.00;
2. An Order that the landlord make repairs;
3. An Order that the landlords provide services and facilities agreed upon but not provided;
4. An Order that the tenant be allowed to reduce the agreed upon rent.

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

Issue(s) to be Decided

Has the tenant met the burden of proving that she should be awarded the orders sought?

Background and Evidence

The tenant testified that this tenancy started on August 1, 2011. The tenant says the agreed upon rent was \$700.00 per month including utilities. On July 22, 2011 the tenant says she paid a \$350.00 security deposit. The tenant says her monetary claim is as follows:

Cleaning	\$600.00
Cost of doing laundry	31.00
Shed	519.00
Total	\$1750.00

The tenant testified that she delayed her move in for 3 months while she cleaned the rental unit. The tenant agrees that she inspected the rental unit prior to move in but states that she has fibromyalgia and did not “crawl around” on the floors and therefore did not notice that the rental unit was not clean. The tenant says there is black mould in

the rental unit and the floors had glue on them. The tenant testified that she does not have receipts for cleaning costs, save cleaning products, because she did the cleaning herself and she is claiming \$600.00 for that cleaning.

The tenant submitted photographs of a hand towel racks in the bathroom, a toilet paper holder she says she had to purchase, the cupboard paper liner she says she had to purchase to line the cupboards, the bathroom mirror she recovered from the patio area cleaned, painted and installed in the bathroom; a bathroom curtain she says she installed and many other photographs which she says show that the rental unit had moisture leaks and that it was not cleaned when she moved in. Further that the rental unit had mould and the workmanship in the rental unit was poor because there were gaps in woodwork and duct taped used in various areas. The tenant says she intends to get an inspector in to evaluate the mould issue but has not had this task performed yet.

The tenant testified that she asked the landlord if she could make home improvements such as hanging a mirror, "baby-proofing" the rental unit and installing cupboard liner in cupboards and drawers. The tenant says that the landlord agreed to allow her to make these changes. The tenant says that she was prepared to pay for these changes herself if she was going to benefit from them but as the landlord keeps asking her to move-out she is seeking \$600.00 for the "home improvements" she has made. The tenant did not produce receipts for the costs of the changes, she testified that she did the changes herself and the items she installed were gifts that she received from friends and family.

The tenant supplied receipts from Home Depot and Wal-Mart for purchases such as brushes, light bulbs, cleaning products, screws, washers and hangars.

The tenant submitted a 10 day Notice to End Tenancy for unpaid rent which she says is proof that the landlord wants her out. In that notice the landlord was claiming \$231.00 in rental arrears due December 1, 2011. The tenant says she was served with the notice on December 4, 2011. The tenant agrees she withheld \$231.00 from her rent because of the home improvements and other issues with respect to the tenancy. The tenant says she realized she should not have withheld monies from her rent and she did pay the arrears on December 5, 2011. The tenant testified that she has received no other notices but the landlords keep asking her to move.

The tenant is also seeking \$31.00 for laundry costs she incurred as a result of being denied the use of the laundry facilities. The tenant says she had the use of the laundry for the first 3 months of her tenancy but now the door has been locked and she cannot gain access. The tenant submitted photographs of the locks which have been installed

on the laundry room door. The tenant also supplied several photographs showing the "carrying distance" that she must carry her laundry to the laundry room from her suite.

With respect to the claim for the shed the tenant testified that the landlord told her she would have access to storage space which she could share with the upstairs tenant. The tenant says the upstairs tenant has taken over most of the space and the tenant has been unable to negotiate sharing the space equally with the tenant upstairs. The tenant says that she therefore installed a shed with the landlord's agreement. The tenant says her parents paid some monies toward the shed and her father build a ramp up to the shed. The tenant submitted photographs of the custom build shelving she says was installed in the shed. The tenant is claiming \$519.00 for the shed.

The tenant says she is also seeking to have heat supplied to her suite. The thermostat is upstairs under the control of the upstairs tenant. The tenant supplied photographs of the thermostat in her suite showing that on December 11 it was 16 degrees Celsius; on December 12 at 11 a.m. it was 30 degrees; at 7:00 it was 24 degrees and at 9:45 it was 25 degrees.

The tenant says what she really wants is access to the laundry room that was part of her tenancy agreement.

The landlord pointed to the tenancy agreement and says the agreement is clear that the rent does not include cable, telephone, hydro or other utilities even though the tenant has not paid for hydro. The landlord stated further that the agreement notes that the appliances provided are a fridge and stove only. The landlord says that the upstairs tenant has their own washer and dryer in the laundry room and they originally agreed to allow this tenant to use their washer and dryer once a week. However the landlord says the tenant was using the washer and dryer much more often and the tenants upstairs no longer wished to allow her to use their appliances. To stop the tenant from gaining access to their washer and dryer they installed locks on the laundry room door.

The tenant responded that for the first three months of the tenancy the washer and dryer in the laundry room belonged to the landlord and she had full use of it.

The landlord commented that the tenant says she did not even reside in the rental unit for the first three months and he cannot therefore understand how she used the washer and dryer for those first three months.

The tenant said it is not true that she did not reside in the rental unit for the first three months. Further, the tenant agrees that the rental agreement states that hydro/utilities

are not included but the tenant says the Shelter Information sheet the landlord signed which she presented to the Ministry of Social Development does state that the rent of \$700.00 per month includes utilities.

The landlord says the Shelter Form is not the Tenancy Agreement and it clearly states that right on the form where it says the form does "...NOT constitute a tenancy agreement under the *Residential Tenancy Act*".

Analysis

The tenant rented a suite which she agrees she inspected prior to move in. She is now claiming \$600.00 for cleaning costs. A 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. It may be that there will be some additional cleaning required to bring the rental unit to the standards the tenant may desire. However, I do not find that the tenant has shown that the landlord did not meet his obligations as required under the Act. Further, a landlord is not responsible for lining cupboards or baby proofing or the other "home improvements" the tenant has described. Her claims for cleaning and home improvement costs in the sum of \$1,200.00 are therefore dismissed.

I find that the tenant has failed to prove that laundry facilities or storage were a part of her tenancy agreement. I therefore dismiss her claim to have services or facilities supplied (storage and laundry) and I dismiss her claim of \$31.00 for the cost of doing her laundry along with her claim for the cost of the shed in the sum of \$519.00.

I find that the tenant has failed to supply sufficient evidence to show that the heat in her rental unit is insufficient.

I find that the tenant has failed to prove that repairs or emergency repairs are required and I find that the tenant has failed to prove that the landlord should be compelled to comply with the Act.

Finally, I find that the tenant has failed to prove that she is entitled to reduce her rent for repairs, services or facilities.

Conclusion

The tenant's claim is dismissed in its entirety.

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: December 29, 2011.

Residential Tenancy Branch