



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, ERP, RP, RR, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for cost of repairs - Section 67;
2. A Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement – Section 67;
3. An Order compelling the Landlord to make emergency and other repairs - Section 32;
4. An Order allowing the Tenant a reduction in rent for services agreed upon but not provided – Section 65; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to orders compelling the Landlord to make repairs?

Is the Tenant entitled to a rent reduction?

Background and Evidence

The tenancy began on July 5, 2010. Rent in the amount of \$1,350.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$675.00.

The Tenant states the following:

- the kitchen tap stopped providing hot water in November 2011;
- two outlets in the kitchen stopped working in October 2011 causing the fridge to stop working and the food to spoil;
- the light fixtures in two bedrooms have not been working since December 2011;
- the washing machine stopped working in October 2011; and
- the front door knob broke in November 2011 causing the door to not close unless locked.; and
- the bathroom sink has been leaking since the beginning of the tenancy.

The Tenant states that the Landlord was notified about each of the damages above when they first occurred but that the Landlord has done nothing to make these repairs. The Tenant supplied two letters as evidence. One letter is undated and unsigned. The other letter, dated February 15, 2012 comes from the Tenant's agent and refers to the items noted above as not working.

The Landlord states that the unit was attended in November 2011 for repairs and that there was no problem with the hot water or the outlets at that time. The Landlord states that the fridge was never in need of repairs and that the fridge was plugged in and operational at when he inspected. The Landlord states that he believes that a breaker blew causing the fridge not to work temporarily. The Landlord states that the unit was again attended on December 9, 2011 to fix a broken tap and that the hot water was working then. The Landlord states that the Tenant did not inform the Landlord about the washing machine until December 2011 but that the Tenant denied the Landlord access to investigate and make repairs to the machine. The Landlord states that he has other washing machines that could have been installed had the Tenant allowed access to the unit. The Landlord states that the Tenant did not inform the Landlord of any problem with the door and that when he attended the unit to serve papers on the unit, no mention was made of this problem and nothing appeared to be a problem with the door. The Landlord states that the first time the Tenants reported any

problem with the light fixtures was when they made the application. The Landlord states that two requests by the Landlord made in December 2011 to attend the unit were denied by the Tenant and that the Tenant denied a further request to attend again in January 2012. The Landlord states that the Tenant is making false claims.

The Tenant denies that the Landlord made any requests in December and January to attend to the unit to make repairs and that therefore no such requests by the Landlord to make repairs were denied. The Tenant states that they are moving of the unit this week.

Analysis

Section 32 of the Act provides that a landlord must provide and maintain a unit in a reasonable state of repair. Section 33 defines emergency repairs as urgent, necessary for human health and safety or for the preservation of the property and made for the purpose of repairing the following:

- major leaks in pipes or the roof,
- damaged or blocked water or sewer pipes or plumbing fixtures,
- the primary heating system,
- damaged or defective locks that give access to a rental unit,
- the electrical systems, or
- in prescribed circumstances, a rental unit or residential property.

Given that no evidence was provided by the Tenant that any of the above items in the unit required repairs or that the Tenant made any such repairs and incurred a cost, I find that the Tenant is not entitled to a monetary order in relation to costs for repairs and is not entitled to an order requiring the Landlord to make emergency repairs.

Although there may be non-emergency repairs required to the unit, given the equally contradictory evidence of the Parties on whether the Landlord neglected to attend or whether the Landlord was refused access to attend, I find that the Tenant has not proven on a balance of probabilities that the Landlord neglected to make repairs. As

such, I find that the Tenant has not substantiated that the Landlord has breached the obligation to provide repairs and is also therefore not entitled to compensation or a reduction in rent that might otherwise have arisen from a breach of the Landlord's obligations. As the Tenant is moving out of the unit, I find that the Tenant no longer requires an order that the Landlord make repairs to the unit. As the Tenant has not been successful with any of the claims, I dismiss the Tenant's application.

Conclusion

The Tenant's application is 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*.

Dated: February 21, 2012.

Residential Tenancy Branch