



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNR, MNDC, RR, FF

Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase, a monetary order for the cost of emergency repairs, money owed or compensation for damage or loss, allow a tenant to reduce rent for repairs and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

The tenant testified that parking is included in her tenancy agreement however in 2010 the landlord has stopped ploughing the snow making the parking spaces inaccessible. The tenant stated that this past winter she has had to pay to have her parking space cleared. The tenant also expressed concerns that because the landlord has stopped ploughing the parking lot emergency vehicles cannot access the building as needed. The landlord testified that a parking spot was included in the tenancy agreement however snow ploughing was not.

The tenant stated that when the knob broke on her washing machine that the landlord initially did not respond and then told the tenant that it was '*operator abuse*' and to replace the knob herself. The tenant stated that the washing machine is approximately 10 years old. The tenant stated that she spent \$37.00 to replace the knob and the landlord has not offered to reimburse the tenant. The landlord responded by stating that all of the rental units have the same appliances and none of the other tenants have had this problem, this is why the landlord considered this to be the tenant's responsibility.

The tenant stated that her bathroom floor has not been fixed and she believes there is a leak under the floor as the linoleum is discoloured. The landlord stated that she had inspected the tenant's bathroom and found the linoleum to be old but in good order and that there is no leak.

The tenant stated that her windows and door are still very drafty and it is very difficult to keep her rental unit warm in the winter. The tenant did acknowledge that the landlord had put new weather stripping on the windows and doors, that helped but they were still drafty.

The landlord commented that the property owner has been and intends to continue making improvement to the rental units as tenants vacate and that urgent issues will be dealt with first.

The tenant inquired if a landlord could raise the rent every year if the property is not being maintained to which the landlord responded that they only ever raise the rent as allowed by the *Act*.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for the cost of emergency repairs and money owed or compensation for damage or loss.

Parking is provided to the tenant as a part of their tenancy agreement and if the landlord is not maintaining the property IE: ploughing the snow, the tenant no longer has access to this service or facility. Therefore I allow the tenants evidence of receipts for \$60.00 (\$20.00x3) for having to hire someone to plough the tenant's parking space.

I also allow the tenant's testimony and that she spent \$37.00 to replace the knob on the washing machine. As the washing machine is 10 years old, it is not unreasonable to determine that the knob simply broke from 10 years of use and not because of 'operator abuse'.

Accordingly I find that the tenant is entitled to compensation in the amount of \$97.00.

Residential Tenancy Act **Section 32 Landlord and tenant obligations to repair and maintain** speaks to:

(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.

In regards to the tenant's windows being drafty and cold, the landlord has indicated in this hearing that the weather stripping may need to be replaced and that is a matter the landlord will address after the more urgent repairs have been completed

In regards to the landlord increasing the rent on a yearly basis, the *Act* allows for this and if a tenant does not agree with the rent increase a tenant may make an application through this office for dispute resolution.

Conclusion

The tenant may deduct \$97.00 from future rent owed to the landlord for the compensation awarded.

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: March 5, 2012

Residential Tenancy Branch