



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for an order to have the landlord make repairs to the unit and allow a tenant to reduce rent for repairs, services not provided.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Should the landlord be ordered to make repairs to the rental unit?
Are the tenants entitled to a rent reduction for loss of services?

Background and Evidence

The tenancy began on February 29 2012. Rent in the amount of \$675.00 was payable on the first of each month. A security deposit of \$337.50 was paid by the tenants.

Internet Access

The tenants testified that the internet service in the building is not always working and they want the landlord to fix the problem or reduce their rent.

The landlord testified that no other tenant has had any problems with the internet services. The landlord stated he believes it the tenants' computer or how the tenants are accessing the service.

The tenants argued that their computer was recently looked at by a technician. The tenant stated that he spoke to the neighbour and the neighbour was not having any problems with the connection or loss of services.

Curtain

The tenant testified that they are missing a curtain in the second bedroom and would like that have it fixed by June 10, 2012, as they have guest coming to stay. The landlord testified that he could have the curtain installed within the next seven days.

Thermostat

The tenant testified that there is no cover on the thermostat.

The landlord testified that he has been looking for a cover for the thermostat; however, as the thermostat is an older model it is hard to find one that will work. The landlord stated he will try and find something that will make it more cosmetically appealing.

Refrigerator

The tenant testified that the freeze on the fridge broke and they would like compensation for the food that was in the freezer as it was at a value of \$60.00.

The landlord testified that he is not responsible for the tenant's loss of food as the tenants should be monitoring the freezer.

The landlord testified that the tenants have received a new refrigerator.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the tenant has the burden of proof to prove a violation of the Act and a corresponding loss.

Internet Access

In this case, the tenants are claiming to be having trouble accessing the internet service. The evidence of the landlord was there are no problems with the service and no other tenant's are experiencing any problems. The evidence of the tenant was his neighbour was not experiencing any problems. I find the tenants have not proven a loss exists. Therefore, I dismiss their claim for a rent reduction for loss of internet service.

Curtain

The parties agreed that there is a curtain missing in the second bedroom. The landlord has agreed to have a curtain installed within seven days. Therefore, I dismiss the tenants' application with leave to reapply should the landlord not have the curtain installed.

Thermostat

The evidence of the landlord was the cosmetic cover of the thermostat has been missing for some time. The evidence of the landlord was that he has been trying to find a cover that will work with this thermostat. The landlord has stated that he will try to make it more cosmetically appealing. I find that the tenants are not entitled to a rent reduction for a cosmetic cover as there is no loss. Therefore, the tenants' application for rent reduction is dismissed.

Refrigerator

The evidence of the tenants was they had to throw away food that was in the freezer when the freezer stopped working properly. The evidence of the landlord was the tenants did not mitigate their loss by checking on the freezer regularly.

In this case, while I accept the tenants may have lost some food items when the freezer on the refrigerator malfunctioned. I find there is no evidence to support the landlord has violated the Act. The landlord did replace the refrigerator shortly after the incident occurred. Therefore, I dismiss the tenants' application for a rent reduction and compensation for loss of any food items.

Conclusion

The tenants' application is dismissed with leave to reapply should the landlord not install the bedroom curtain.

The tenants' application regarding the thermostat, refrigerator and internet service 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: May 30, 2012.

Residential Tenancy Branch