



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*ERP, RP, MNDC, OLC, PSF, FF*

### **Introduction.**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for compensation for loss under the *Act* and for an order directing the landlord to comply with the *Act*, make emergency repairs, make repairs and provide services. The tenant also applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to a monetary order for compensation and the filing fee?

### **Background and Evidence**

The tenancy started on September 01, 2011. Rent is \$650.00 due on the first of each month and does include utilities.

The tenant stated that the landlord requested him to pay rent directly into the landlord's bank account. The tenant decided to make a deduction of \$20.00 every month to pay for gas to drive to the bank. He also stated that on one occasion his vehicle was not working and he took a taxi which cost him \$40.00.

As of the date of the hearing, the tenant owed \$180.00 in unpaid rent. The landlord stated that on June 07, he visited the tenant to serve him with a notice to end tenancy for non payment of rent. The landlord stated that the tenant screamed at him and "*came after him with some kind of object to be used as a weapon*". The landlord left in a hurry for fear of injury to his person. The landlord stated that he feared the tenant who is "*over six feet tall and heavily set*".

The tenant stated that right from the start of tenancy there were many deficiencies with regard to the structure of this 50 plus year old rental unit. The tenant contacted the City Electrical inspector to carry out an inspection of the rental unit.

On or about June 04 the inspector informed the landlord that some repair work was required. The landlord stated that immediately after he heard from the inspector, he hired a plumbing and heating company to resolve the issue. At the time of the hearing, the repair work as recommended by the inspector was finished and the tenant agreed that the electrical problems were taken care of.

The tenant stated that he was without power from June 14 to June 22 and therefore has made a claim of \$139.65 for meals eaten in restaurants. The tenant did not attach any receipts to his application to support his claim. The tenant filed copies of notes from the repair company which do not indicate that the tenant was without power on these days. The only reference to lack of power is on the note dated June 22, which indicates that there is no power to one bedroom. The tenant agreed that he did not serve the landlord with a copy of his evidence.

The tenant stated that the inspector told him that the electrical supply to his unit was also hooked up to the neighbouring unit. Based on this information the tenant is claiming the return of \$432.00 towards the cost of utilities paid by him for the period of December 2011 to April 2012. The tenant has not filed any evidence to support this claim.

On July 12, 2012, after the tenant made this application for an order directing the landlord to conduct repairs, he wrote a letter to the landlord describing the problems. Both parties agreed that this was the first time the tenant had informed the landlord about any repairs that are needed. The tenant pointed out that the landlord was informed by the inspector in early June.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law. In this case, I find that the landlord was notified of the problems by the City inspector and he made efforts to resolve the problem in a timely manner. At the time of the hearing the issue was dealt with and therefore an order directing the landlord to conduct repairs is no longer required.

The problems that exist at this time, as alleged by the tenant were outlined in a letter dated July 12, 2012, which is after the date of the tenant's application for an order directing the landlord to carry out repairs. The tenant agreed that he had not made any written complaints to the landlord prior to the letter dated July 12, 2012.

I have informed the landlord that he is required to follow up on this list and carry out the repairs as required, in a timely manner. The landlord expressed fear of dealing with the tenant and I informed him to arrange for an escort or police to accompany him, to assess the scope of repairs.

Regarding the tenant's monetary claim for meals during the period of June 14 to June 22, I find that the tenant has not proven that he was without power for these dates. Apart from not having filed any evidence by way of receipts to support his claim, he did not serve the landlord with copies of the notes from the repair company that he is relying on to prove his claim. Even if I accept the notes as evidence, they do not indicate that the tenant was without power for the dates in June. Therefore the tenant's monetary claim for \$139.65 for meals plus \$20.00 for laundry is dismissed.

The tenant has not filed any evidence to support his claim for the return of the cost of utilities for the period of December 2011 to April 2012. His testimony is that the inspector told him that his unit's electrical supply was supplying the neighboring unit with power and therefore he is claiming half the cost that he incurred for power. In the absence of any documentary evidence to support this claim for \$432.00, it is dismissed.

Since the tenant has not proven his case, he must bear the cost of filing his application.

### **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: July 25, 2012.

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Residential Tenancy Branch