



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$2,700.00 for loss under the *Act* and tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Was the landlord negligent with regard to responding to the tenant's complaints of problems with the maintenance of the rental unit?

Background and Evidence

The tenancy started in October 2005 and ended on July 01, 2012. The monthly rent was \$325.00. The rental unit was an apartment located in a rental complex which houses a total of 18 apartments in five buildings.

The tenant stated that in June 2009, with the permission of the landlord, he removed a carpet because it was mouldy and stained. The tenant stated that he made several requests for it to be replaced and the landlord did not do so. The landlord stated that he did not give the tenant permission to remove the carpet and he did not replace it because the tenant told him that he would replace the carpet with wood. The tenant agreed that he did tell the landlord that he would replace the carpet with wood, but stated that he did so in July 2011 which is about two years later.

The tenant filed a letter dated June 04, 2012 written by a former manager of the rental complex. The letter states "*I wish to inform you that I had verbally reminded HL (landlord) on a few occasions about replacing your carpet*" The letter also refers to a conversation in the parking lot about replacing the carpet. The letter does not provide any details or dates. The tenant filed this letter as proof that he had made multiple requests to the landlord to replace the carpet.

The tenant stated that the landlord did not provide proper heating services and that he did not have heat during the tenancy. He said he informed the landlord "multiple times" over the years and the landlord did not do anything about it. The landlord stated that he was never informed about lack of heat from this tenant or any other tenant. The tenant did not have any documentary evidence to support his testimony that the heat was problematic and that he had informed the landlord in writing. The landlord filed letters from other tenants that generally describe the landlord as responsible.

The tenant testified that the building is run down and the doors and windows do not work well. The tenant is claiming a return of \$75 per month for the term of the tenancy for a total of \$2,700.00.

Analysis

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

Section 6 of the *Residential Tenancy Policy Guideline*, states that a landlord would normally be held responsible for a problem, if he was aware of a problem and failed to take reasonable steps to correct it.

In this case the tenant stated that he informed the landlord of the problems “multiple times over the years” and the landlord did not take any action. The landlord denied having received any complaints from the tenant and also stated that he did not give the tenant permission to remove the carpet.

The tenant continued to occupy the rental unit for seven years despite the alleged lack of maintenance. The tenant had the option of filing for dispute resolution during the tenancy but did not do so. Based on the testimony of both parties, I prefer the evidence of the landlord and I find that on a balance of probabilities, it is more likely than not, that if the heating was problematic, the tenant would have taken action during the tenancy and not after the tenancy ended. It is also more likely than not that the landlord was not informed of problems that the tenant testified about during the hearing.

The tenant has not proven his claim and therefore his claim for a monetary order for compensation is dismissed.

Conclusion

The tenant’s application 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: August 17, 2012.

Residential Tenancy Branch