



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNDC, RR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for monetary compensation. The tenant was also seeking an order to force the landlord to comply with the Act, an order to force the landlord to complete necessary repairs, and an order for emergency repairs.

Both parties appeared and gave testimony.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation under section 67 of the Act?

Is the tenant entitled to an order to force the landlord to comply with the Act?

Is the tenant entitled to an order to force the landlord to complete necessary repairs and emergency repairs?

The burden of proof is on the applicant tenant to prove all of the claims and requests contained in the application.

Background and Evidence

The tenancy began on September 1, 2011 and the rent is \$1,564.50. A security deposit of \$750.00 and pet damage deposit of \$750.00 were paid.

The tenant testified that the unit was in need of numerous repairs including the following:

- Repairs to the deck off the master bedroom.
- An element on the stove that was not working.
- A clothes dryer that over-heated.
- Problems with the pump and water supply.
- Improper wiring on the hot-water heater.
- Malfunctioning dishwasher.
- Lack of furnace maintenance.

The tenant testified that a failure of the water system caused him to incur costs of \$103.98 for the purchase of bottled water, compensation for which is being claimed. The tenant submitted a receipt for the cost of the water.

The tenant testified that he has also been required to supply his own furnace filters, which he believes must be changed monthly and the tenant requests reimbursement for \$48.95 for 3 filters. No receipts were submitted.

The tenant also took issue with the landlord accessing the property, particularly in the early or late hours, without 24-hour written notice and the landlord's actions in starting repairs or shutting off the water supply without letting the tenant know in advance.

The tenant testified that he was forced to find a contractor to install a water pump to replace a broken pump, after the landlord delivered the new pump and merely left it there for the tenant to deal with.

The landlord testified that they are willing to have professionals look at all of the appliances that are not functioning properly and make necessary repairs, including the hot water heater wiring. The landlord testified that they will also examine and secure the shaky deck. The landlord stated that this repair work is contingent upon the tenant making a commitment not to become belligerent towards the landlord's contractors or tradespersons.

The landlord stated that they are also willing to deal directly with the tenant's contractor installing the new water pump and they will take over this repair. The landlord stated that they are concerned that the tenant was responsible for causing the pump to burn out by letting it operate without any water.

With respect to the furnace maintenance, the landlord is prepared to ensure that the furnace is maintained on a schedule recommended by their contractor. The landlord committed to having the furnace filters changed once per year and will supply the filters or reimburse the tenant for the cost with receipts verifying the purchase, on a yearly basis.

In regard to the costs claimed by the tenant for the bottled water, the landlord stated that the tenant was only deprived of water for a relatively brief period and the landlord felt that the charges being claimed by the tenant were excessive.

The tenant defended the cost by pointing out that he had guests at the time and insisted that this was a valid expenditure.

Analysis

I find that section 32 of the Act imposes responsibilities on both the landlord and the tenant for the care and cleanliness of a unit. 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, having regard to the age, character and location of the rental unit to make it suitable for occupation by a tenant.

The Act also states that 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. While a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant, a tenant is not required to make repairs for reasonable wear and tear.

I find that the tenant's concerns about repairs to the deck, appliances and the hot water heater wiring were adequately addressed by the landlord's promise to have professionals take care of any necessary repairs. Should the landlord fail to meet its obligations under section 32 in the future, the tenant is at liberty to make another application for dispute resolution.

With respect to the pump installation, I find that the landlord is required to deal with this matter, and the landlord has agreed to do so.

In regard to the furnace maintenance schedule, I find that this is a matter up to the landlord, provided that the manufacturer's recommended maintenance is followed and there is no malfunction. I find that the tenant is entitled to expect that the furnace filters will be changed at least once per year at the landlord's expense.

With respect to the claimed cost of the water, I find that the tenant is entitled to be reimbursed in the amount of \$103.98. The tenant is entitled to recoup this amount as a one-time rent abatement from the next rent payment due to the landlord.

With respect to the cost of the furnace filters, I find that the tenant is entitled to be reimbursed for one of the filters he purchased, upon presenting the receipt to the landlord.

The landlord is aware that, pursuant to the Act, 24 hours written notice is required to access the unit, unless the tenant gives permission or there is a genuine emergency situation. The landlord made a commitment to comply with the Act in this regard.

I hereby order that, in future, the parties must restrict communications to written form and refrain from direct conversation or verbal discussions if possible, unless an urgent response is required.

Based on the testimony and evidence discussed above, I hereby grant monetary order in favour of the tenant for \$103.98, which may be deducted from the next rental payment owed and grant the tenant entitlement to be reimbursed for the cost of a furnace filter on production of a receipt to the landlord. The parties are ordered to communicate in written form.

I find that the remainder of the tenant's requests have been tentatively resolved and are therefore dismissed with leave.

Conclusion

The tenant is granted monetary compensation for water and the right to be compensated for a furnace filter each year. The remaining issues appear to have been addressed and are dismissed with leave to reapply if necessary.

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: November 20, 2012.

Residential Tenancy Branch