



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord complete repairs and a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order to have the landlord complete repairs to the rental unit; to a monetary order for compensation; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on September 15, 2008 as a month to month tenancy for a currently monthly rent of \$1,010.00 due on the 1st of each month. The tenant submits the landlord holds a security deposit of \$505.00 and a pet damage deposit of \$200.00. The landlord could not confirm these amounts as they took over management of the property in June 2012 but do not have any records available.

The tenant submits that there have been problems with the rental unit since she moved into the unit and that despite repeated requests nothing was done about the issues. The tenant did not provide any documentary evidence of requests for repairs.

The parties agree that in the summer of 2012 the current landlord's agent inspected the unit and agreed to have some repairs completed and that these repairs are not yet complete. The parties also agree that many various contractors have inspected the unit but until December no one came back to complete the work.

The landlord asserts that the first 4 contractors were not willing to return to complete the work and that the tenant has been uncooperative in allowing the current contract to comeback and complete the work.

The tenant submits that the contractor has caused damage to her possession including a bench and shower curtain and that he has been rude and profane.

During the hearing the landlord agreed that he would ensure the work in that he is aware of will be completed as soon as possible and that of work identified by the tenant during the hearing that he was not aware of he will investigate and ensure all is working properly.

The works includes completion of all plumbing and restoration work in the kitchen and bathroom; closet doors installed; door handles replaced; mould remediated (where required) and electrical issues.

The tenant seeks an order to have the work completed and a compensation in the amount of \$3,000.00 for failure of the landlord to have this work completed during her tenancy.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 32 of the *Act* requires a landlord to 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 for the age, character and location of the rental unit make it suitable for occupation by a tenant.

As the burden is on the tenant, in this case, to provide sufficient evidence to establish her claim, she must provide evidence to establish that she had requested repairs and that the landlord has failed to resolve the issues identified.

As the tenant did not provide any evidence that she had informed the landlord prior to the summer of 2012 of any repairs at all, I find the relevant time period begins with the current landlord's possession of the residential property.

From the testimony and evidence submitted by the landlord I am satisfied that the landlord has taken reasonable steps to attempt to make the repairs. However, I also find from the testimony of both parties that the tenant has not always been cooperative in allowing workers to complete the work.

For these reason, I find the landlord has not violated the *Act*, regulation or tenancy agreement in relation to any repairs requested by the tenant. However, as work has

already begun and the tenant identified additional issues in the hearing that need to be completed I will order the landlord to complete this work within a reasonable time.

The completion of this work will require the cooperation of the tenant in that as long as the landlord provides adequate and sufficient notice that is compliant with the requirements under Section 29 of the *Act* the tenant must not refuse the landlord or his contractors any access to the unit to do the work.

I also order that there is no requirement for the tenant to attend the unit when any of the work is being completed, however, should the tenant want to be present or want to have someone present during the time that contractors are in her unit she may do so but neither she nor her representative should impede the contractor's work.

I order the landlord repair or replace the tenant's shower curtain and repair the bench that was damaged.

Conclusion

For the reasons noted above, I dismiss the monetary portion of the tenant's Application. However, I note that should the landlord fail to complete the repairs in a timely manner and the tenant complies with the orders above; the tenant will be at liberty to file an Application for Dispute Resolution seeking compensation.

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: January 31, 2013

Residential Tenancy Branch