



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RP, RR, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary Order for compensation for damage and/or loss;
2. An Order that the landlord make emergency repairs;
3. An Order that the landlord make repairs;
4. An Order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and
5. An Order to recover the filing fee paid for this application pursuant to Section 72.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue

Is the tenant entitled to the Orders sought?

Background and Findings

The tenant testified that this tenancy began in February 2010 and she vacated the rental unit on May 24, 2013.

The tenant says she spent \$230.00 to replace the linoleum in the rental unit. Further, that she paid "Harley" \$50.00 to repair "dead" appliances and she spent \$300.00 to purchase paint for the rental unit and repaint the rental unit. The tenant says the landlord agreed to reimburse her for these sums but has failed to do so.

The landlord responded that he agrees with the sum paid to Harley. The landlord states further that he did agree to pay for the linoleum and painting when he had the money but he advised the tenant many times that he would only do so once she provided receipts to prove the expenditures. With respect to the paint the landlord says the only reason he agreed to reimburse the tenant for the paint is because the tenant wanted to

paint to make the home more comfortable for her own use. The landlord submits painting was not a necessity.

The tenant says she supplied receipts to the landlord some time ago. She testified that she did not keep copies of her receipts because she was friends with the landlords at the time and did not think they would deny receiving the receipts. The tenant says she does have an email discussion filed in evidence which shows that landlord agreed to reimburse her and admitting that he had received the receipts and forwarded them on to his accountant.

The landlord responded that he believed he had received the receipts and had forwarded them on to his accountant but his accountant does not have them.

Analysis

The landlord has agreed with the \$50.00 reimbursement for Harley's fee.

I find that the testimony of both parties makes it clear that the landlord agreed to reimburse the tenant for sums expended for linoleum and paint. While no receipts have been provided in evidence I accept the tenant's testimony that she did provide receipts. I do so because the landlord has some recollection of seeing receipts. In any event, even though there have been no receipts provided in evidence there has been no dispute that the work has been done and I find that the amounts claimed are reasonable for the materials and tasks performed. I will therefore allow the tenant a monetary Order in the sum of \$580.00 plus \$50.00 for the filing fee she has paid to recover these sums for a total of \$630.00.

As this tenancy has ended the tenant's claims for repairs and to reduce the rent are dismissed.

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 28, 2013

Residential Tenancy Branch

