



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, ERP, RP, PSF, LRE, RR, O, MNR, FF

Introduction

In the first application the tenant seeks a variety of orders relating to alleged unlawful rent increases, utility costs, appliance failures, lack of hot water, landlord failure to repair and a landlord failure or refusal to reimburse him for emergency repairs.

At the first hearing May 14th the hearing was adjourned at the tenant's request and rescheduled to June 13th. In the interim the landlord brought his own application, for unpaid rent, loss of rental income and a bank "NSF" charge and the matters were heard together with the tenant's application.

At approximately 35 minutes into the hearing on June 13th, the tenant indicated his telephone battery was dying and left the hearing. The hearing was suspended for twenty minutes awaiting his return but he did not return.

In his evidence the tenant raised five possible claims. The first, dealing with compensation for yard work and a "bamboo problem" did not set out sufficient facts to warrant any response from the landlord.

The second was an alleged threat or anticipation of loss of utility services but the tenant's evidence did not establish any resultant loss or damage and is dismissed.

The third of the tenant's claims was that a washing machine failed during the tenancy and that the landlord took "weeks" to replace the appliance, during which time the tenant had to travel to laundry facilities five or six blocks away. In my view, this evidence did set out facts sufficient to support a claim for damages and the landlord was therefore called on to respond. He acknowledged a washing machine problem occurring in the year 2010 and said the machine was replaced without even a day of delay. On a balance of this evidence the tenant has not proved his claim about the washing machine and, in any event, it would appear to be a claim barred by the passage of two years time under the *Limitation Act*.

The fourth of the tenant's claims was that the hot water tank blew up and it took the landlord three and one half weeks to fix it. In my view this evidence, standing alone, did form a sufficient basis for an award of damages and so the landlord was called on to respond. He testified that a repair was conducted on the hot water tank in 2010 but that the tenants were not inconvenienced. On this evidence I dismiss the tenant's claim as not having been proved on a balance of probabilities and being barred by passage of time under the *Limitation Act*.

The last of the tenant's claims made while in attendance at the hearing, was an allegation that the heat in the house was always on, summer and winter despite the tenant's efforts to repair "valves" in the furnace and despite his efforts to turn the furnace off. In my view the tenant's evidence lacking any indication of any resulting loss or inconvenience, did not raise even a *prima facie* case requiring a response from the landlord and I dismiss it.

On the undisputed evidence of the landlord he incurred a \$25.00 bank charge when the tenant's rent cheque was returned "NSF" and I award that amount to him. On the same basis I award the landlord \$910.00 for unpaid March rent and \$910.00 unpaid April rent plus recovery of the \$50.00 filing fee.

Conclusion

The tenant's claim is dismissed.

The landlord is entitled to a monetary award of \$1845.00 as claimed, plus the \$50.00 filing fee. The landlord no longer holds the tenant's security deposit. There will be a monetary order against the tenant in the amount of \$1895.00.

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: June 13, 2013

Residential Tenancy Branch