



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, LRE, RP, RR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord make emergency repairs, to make repairs to the unit, suspend or set condition of the landlord's right to enter, to allow a tenant to reduce rent for repairs and to recover the cost of the filing fee from the landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issues to be Decided

Should the landlord be ordered to make emergency repairs and repairs to the unit?
Should the landlord rights to enter the unit, be suspended or set conditions?
Is the tenant allowed to reduce rent for repairs?

Background and Evidence

The tenancy began approximately 5 year prior. Rent in the amount of \$930.00 was payable on the first of each month. A security deposit of \$465.00 and a pet damage deposit of \$300.00 were paid by the tenant.

At the outset of the hearing the parties agreed to resolve the issues of repairs as follows;

- 1) The parties agreed that the rodent problem has been resolved; however, issue will be monitored. The landlord agreed to inspect and make necessary repairs, by filling any holes that allow rodents to enter the rental unit. These repairs will occur between February 25-27, 2014, in the afternoon, and the landlord will provide the tenant with at least 24 hours notice;

- 2) The landlord agreed to inspect, and if necessary make the repair to the hardwood floor in the living room; to ensure the floors does not splinter. If a repair is required it will be fixed no later than March 17, 2014.
- 3) The landlord agreed to have the bathtub tab handles properly repaired or replaced by March 17, 2014; The landlord will inspect at the same time as term 1;
- 4) The landlord agreed to remove the carpet in the master bedroom and if appropriate the hardwood flooring will be used as long as the floor is usable and complies with health and safety standards, such as no splintering, if not the landlord agreed to install carpet. This repair will be fixed no later than March 17, 2014; The landlord will inspect at the same time as term 1;
- 5) The landlord agreed to inspect the bottom draw on the stove, the landlord agreed this will be done in the same time frame as term 1; and
- 6) The landlord agreed to look at the front and back door and have installed plates, what will reduce the space between the door and the floor, the landlord will also inspection and if necessary repair the weather stripping, the landlord agreed this will be done in the same time frame as term 1;. and
- 7) The tenant agreed the heating issue will be revisited after the holes and doors are repaired.

The tenant testified that he seeks compensation for loss of food and heat going back to March 2013. The tenant seeks \$2,000.00.

The landlord responded that this is the first time they have heard that the tenant have loss an extensive amount of food each month.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The parties have agreed to repairs as stated above, should the landlord fail to make the repairs as agreed the tenant is at liberty reapply.

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;

- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails. In this case, the tenant has the burden of proof to prove their claim.

The evidence of the tenant was that they have loss food and have paid higher electrical bills as a result of the landlord not making repairs. However, the tenant has not provided any receipts or any detail list of what was lost. Further the tenant has not provided an electrical history report, which would support if the electrical consumption was higher during this period of time. I find the tenant has failed to provide sufficient evidence to support their claim. Therefore, I dismiss the claim for compensation.

As the tenant's application had merit, the tenant is entitled to recover the cost of the filing fee from the landlord. The tenant is authorized on one occasion to deduct \$50.00 from a future month rent payable in full satisfaction of this claim.

Conclusion

The parties agreed to settle the matters of repairs as listed above. The tenant is at liberty to reapply should the landlord fail to make the repairs as agreed.

The tenant's application for monetary compensation is dismissed.

The tenant is authorized to deduct \$50.00 from a future rent payable to the landlord in full satisfaction of this award.

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: February 19, 2014

Residential Tenancy Branch

