



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Chartwell Construction Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC OLC RP RR FF

### Introduction

This hearing dealt with an application by the tenant for monetary compensation, a reduction in rent, orders for repairs and an order that the landlord comply with the Act, regulation or tenancy agreement. The tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation or a reduction in rent?

Should I order the landlord to do repairs?

Should I order the landlord to comply with the Act, regulation or tenancy agreement?

### Background and Evidence

The tenancy began on October 1, 2013, with monthly rent of \$922. The rental unit is an apartment in a multi-unit building. On October 1, 2013 the landlord and the tenant conducted a move-in inspection and the tenant signed the condition inspection report, agreeing that the rental unit was in good, clean condition.

### *Tenant's Evidence*

The tenant stated that several items in her rental unit require repairs, including the patio and bedroom windows, the bathroom and living room floors and the kitchen cabinets.

The tenant has also applied for monetary compensation of \$2056.78 for several items, including previous problems with the fridge and other items that the landlord did not repair right away; mental and physical stress from dealing with these issues; and costs associated with the dispute resolution process. In support of her claim, the tenant gave a breakdown of her monetary claim and submitted photographs and gave testimony regarding the problems in her rental unit.

### *Landlord's Response*

The landlord stated that they went above and beyond to answer all of the tenant's complaints, but the tenant was calling the landlord every day, and she wanted phone numbers for contractors or technicians so she could contact them directly. The tenant prevented the landlord from doing requested repairs and insisted that the landlord use professional technicians to do repairs. The landlord stated that they have done all necessary repairs, but they can't do everything in one day.

### Analysis

Upon consideration of the evidence, I find that the tenant's application cannot succeed. I find, based on the evidence of the landlord and the tenant, that the tenant had unreasonable expectations about the landlord's duty to repair and maintain the rental unit. The tenant agreed in writing on October 1, 2013 that the rental unit was in good condition, but almost immediately she began calling the landlord to request repairs. I find that the landlord acted expediently to address all of the tenant's concerns. I find that the tenant is not entitled to monetary compensation or a reduction in rent, and it is not necessary to order the landlord to do repairs or comply with the Act.

In the hearing I explained to the tenant that if she has a problem, she should make a written request for repairs, and then it will be the landlord's responsibility to inspect and determine whether repairs are needed, and if so how those repairs should be done. If the tenant is then not satisfied with the landlord's response, she may make an application requesting repair orders or other orders.

As the tenant's application was not successful, she is not entitled to recovery of the filing fee for the cost of her application.

Conclusion

The tenant's application is 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: February 28, 2014

---

Residential Tenancy Branch

