



Dispute Resolution Services

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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 and a reduction in rent, an order that the landlord comply with the Act and an order for repairs. 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?
Should I order the landlord to comply with the Act?
Should I order the landlord to do repairs?

Background and Evidence

The tenancy began on October 1, 2013 with a monthly rent of \$922. The rental unit is an apartment in a multi-unit building.

Tenant's Evidence

The tenant stated that there have been several things wrong with the rental unit since the beginning of the tenancy. The landlord repaired or replaced some items, including replacing a fridge that the tenant believed was not working properly, but other problems have not yet been addressed.

The tenant described the following issues:

- 1) Fridge – the tenant stated that she believed the fridge was not working properly, and the landlord did not replace the fridge until December 14, 2013. The tenant claimed that she had food items that were ruined in the old fridge, and claimed compensation for those items as well as for the time she did not have a properly-working fridge;
- 2) Window – the tenant stated that on December 16, 2013 the landlord had someone come and check the window that was not closing properly; however, they have not yet fixed this problem;
- 3) Laminate flooring in living room – the tenant stated that there is a bump on the laminate flooring;
- 4) Bedroom window – the window did not lock, but it now does;
- 5) Kitchen vent – there is oil leaking from the hood over the oven;
- 6) Bathroom floor – there are dark stains on the linoleum;
- 7) Cabinets – there is damage inside the kitchen cabinets; and
- 8) Laundry – you can't run two washing machines at the same time, and the dryer doesn't dry clothes properly.

The tenant stated that the landlord often ignored her requests for repairs, and the people they sent to inspect or do repairs were not always professionals. The tenant stated that her quiet enjoyment has been disturbed when technicians have to keep coming, and she does not know when things will be fixed.

Landlord's Response

The landlord stated that they did not ignore the tenant's requests, but she would call the building manager every day, and she wanted the phone numbers for technicians so she could speak to them directly. The landlord's position was that they have done all of the repairs needed and have even gone above and beyond to try to address all of the tenant's complaints.

In regard to the issues the tenant raised, the landlord responded as follows:

- 1) Fridge – the landlord sent a technician to check the fridge, and the technician said it was fixed; however, the landlord decided to replace the tenant's fridge. The landlord tested the old fridge, and found that it was still working, and keeping things in the freezer frozen;

- 2) Window – the landlord stated that the technician did some work on the window, and the manager came to the unit to do maintenance, but the tenant refused to allow him to enter;
- 3) Laminate flooring in living room – the landlord stated that the flooring is new, and the bubbles were not present at the outset of the tenancy, as noted in the condition inspection report. The landlord stated that the tenant may have damaged the flooring;
- 4) Bedroom window – the landlord explained to the tenant that they could get a lock for that window;
- 5) Kitchen vent – the technician confirmed on January 15, 2013 that the fan was working fine, but the landlord has decided that they will replace the hood;
- 6) Bathroom floor – the landlord stated that there were no stains on the bathroom floor at the beginning of the tenancy, and it is now dry;
- 7) Cabinets – the landlord stated that the cabinets are not in such bad shape, but they will replace them; and
- 8) Laundry – a technician did maintenance recently and there were no problems. The landlord reimbursed the tenant for laundry six or seven times.

The landlord stated that they can't do everything in one day, but they have taken reasonable steps to address each of the tenant's complaints in a timely manner.

Analysis

Upon consideration of the evidence, I find that the tenant is not entitled to compensation or a reduction in rent, and it is not necessary for me to order the landlord to comply with the Act or do repairs. I am satisfied, based on the evidence of the tenant and the landlord, that the landlord has met their obligations under section 32 of the Act to maintain and repair the rental unit.

In the hearing I informed the tenant that if she has a problem with the rental unit, she should make a written request, and allow the landlord to inspect and, if necessary, do repairs. Then, if the tenant is not satisfied with the work, she can make an application for repairs. I cautioned the tenant that she should not constantly call the landlord or interfere with the landlord's discretion to inspect and carry out repairs, or she may put her tenancy in jeopardy.

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

