



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes LAT, RR, MNDC

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damages or loss under the Act, regulations or tenancy agreement, an order to authorize the tenant to change the locks to the rental unit, and an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Are the tenants entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The tenancy began on or about December 15, 2013. Rent in the amount of \$1450.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$725.00.

The tenant gave the following testimony:

The tenant stated that she is seeking \$10,000.00 compensation. The tenant stated that the landlord misrepresented the condition of the unit on the condition inspection form at move in which constitutes fraud. The tenant stated that the unit is dirty, smelly and in need of a renovation. The tenant stated that the unit was not cleaned or painted as

stated on the condition inspection report. The tenant stated that the unit is “not up to Canadian standards”. The tenant stated that the renovations that the landlord speaks of have not occurred. The tenant stated that the unit is virtually uninhabitable and requires extensive upgrades and repairs. The tenant stated that she wishes to have the locks changed as she is not certain of how many people may have access to her unit. The tenant stated that she is seeking a rent reduction of \$725.00 per month until all of her requests have been met.

The landlord gave the following testimony:

The landlord stated that she disputes the allegations of the tenant. The landlord stated that this is a renovated unit that they have spent over \$11000.00 on. The landlord stated that amount does not include the in house labour and cleaning costs that would add several thousand dollars to the total. The landlord stated that the tenant willingly and freely signed the condition inspection report at move in that the unit was in very good condition and not requiring any attention. The landlord stated that she is happy to address any concerns of the tenant and that all she has to do is submit a maintenance request form and any deficiencies in the unit will be addressed. The landlord stated that the unit has in fact been cleaned, painted and renovated.

The landlord stated that the tenant applied for a rental subsidy in mid January 2014. The landlord stated that the tenants’ application was reviewed and denied as there wasn’t any funding for a subsidy at this time. The landlord stated after the decision was made the tenant filed for dispute resolution. The landlord stated that many of the deficiencies the tenant referred to have only come to light in the last week. The landlord stated that the tenant has not submitted any maintenance request forms to address any of the alleged deficiencies. The landlord stated that the locks have been changed as they are always done so and that the tenant is in a “market” unit and should not be entitled to any rent reduction.

Analysis

This was a highly contentious hearing. At the outset of the hearing on both dates, the tenant launched into a tirade about the fraudulent behaviour of the landlord. At the commencement of the hearing on the second date the tenant demanded the matter be adjourned as the landlord had not provided relevant witnesses and the person representing the landlord had no right to be part of the hearing. However, the relevant witnesses were present and provided testimony. I made numerous attempts to explain and assist the tenant as to how a hearing was to be conducted and reassured her numerous times that she would be able to provide full answer and defence and to submit documentation, ask questions of the witnesses and to make arguments.

The tenant was abusive and aggressive to the landlord and their witnesses and questioned the integrity of the dispute resolution system, the integrity of the Branch and my ability to conduct the hearing. The tenant stated numerous times "I'm at a disadvantage, I have no faith in the legal system in Canada, I have no confidence whatsoever in this process". These comments were made prior to the witnesses giving testimony. I again reassured the tenant that she could challenge any and all testimony if she so chose but she again stated they were all liars prior to hearing from them. The tenant was often illogical, irrational and belligerent during the hearing. I cautioned the tenant numerous times about her behaviour. The tenant was particularly angry when U.W. provided testimony. The tenant was so angry that she exited the hearing and chose to not participate any further.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,

2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Based on the testimony and documentation submitted by the tenant, she has not been able to satisfy all four of the above grounds as required. In fact, the tenant was unable to provide sufficient evidence to meet any of the above grounds.

The landlord was clear, consistent, and concise throughout the hearing. The landlord provided testimony, witness accounts and documentation to support her position that the unit had been renovated. The move in condition inspection report was filled out and signed by both parties with no deficiencies listed. I find that the landlord was conducting their business in accordance with the Act. Based on the above I dismiss the tenants claim for compensation of \$10,000.00.

The landlord has satisfied me that they have a standard process in place that locks are replaced after each tenancy with locks that they have in inventory. The tenants claim to have the locks changed is also dismissed.

The tenant has filed for a rent reduction of \$725.00 per month for repairs, services or facilities agreed upon but not provided. The tenant stated the unit wasn't cleaned or painted and that is the basis for this claim. Cleaning and painting are not services or facilities as defined under the Act. In addition, as I have stated earlier in this decision I find that the work described by the landlord was in fact conducted. Based on the above I dismiss this portion of the tenants' application.

Conclusion

The tenants' application is dismissed in its entirety.

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: July 28, 2014

Residential Tenancy Branch

