



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Craft Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, O, FF

Introduction

This was a hearing with respect to the tenants application for a monetary award and a repair order. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for the cost of paint supplies?
Should the landlord be ordered to make repairs to the rental unit?
Is the tenant entitled to any other relief?

Background and Evidence

The rental unit is an apartment in Maple Ridge. The tenancy began in August, 2013. The tenant testified that the rental unit needed a paint job and the landlord verbally agreed to pay the tenant for the cost of painting materials, but failed to reimburse the tenant for materials in the amount of \$300.00.

The tenant said that the landlord failed to repair a double glazed window, although it was pointed out to the landlord's representative at the start of the tenancy. The tenant also said that the landlord has not repaired a gas fireplace that has not worked since the start of the tenancy, although it was mentioned to the landlord. The tenant said that the window repair needed was a repair to seal around the edge of the window glass.

The landlord's representative disputed all of the tenant's claims. She denied that there was an agreement that the landlord would pay for painting supplies. The landlord's representative said that she there was no defect to the window in the rental unit that required any repairs. With respect to the fireplace, the landlord's representative testified that there are gas fireplaces in each rental unit; because they are costly to operated and prone to problems, the landlord has turned off and disconnected all the fireplaces in the rental property. She said the tenant was told that the fireplace was inoperative when the tenancy started. The landlord's representative said that the tenancy agreement made no mention of the fireplace.

Analysis

The tenant did not submit any documentary evidence, apart from proof that she served the landlord with a copy of her application for dispute resolution sent by registered mail. There was no agreement in writing that the landlord would pay for paint supplies and the tenant did not submit any receipts or bills for materials purchased. The tenant claimed there was a verbal agreement to pay for paint supplies. The landlord denied that this was so. There is no written agreement and no proof of expenditures; I find that the tenant has failed to show, on a balance of probabilities, either that there was an agreement, or that there were expenditures. This claim is denied.

The tenant has not provided convincing evidence that there is a window problem that requires repairs. The tenant has not submitted any photographic evidence to show the nature of the problem and there is no evidence to show that the tenant has made any written requests for repairs before she filed her application for dispute resolution. The tenant's application for a repair order is dismissed with leave to reapply. If the tenant contends that there is a serious need for repairs to the window she should request a repair from the landlord in writing and if not carried out, then the tenant will need to submit convincing evidence in support of an application for dispute resolution to show that a repair is required.

I accept the landlord's evidence that the gas fireplace was turned off and that it is a service that was never provided to the tenant. The tenant's request for a fireplace repair is dismissed without leave to reapply.

Conclusion

The tenant has been unsuccessful in this application and I decline to award a filing fee.

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: August 11, 2014

Residential Tenancy Branch

