



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, ERP, RP, PSF, FF

### Introduction

This was the hearing of an application by the tenant for relief including a monetary order and:

- An order that the landlord comply with the *Residential Tenancy Act*, Regulation or Tenancy agreement;
- An order directing the landlord to make emergency repairs;
- An order that the landlord make repairs;
- An order directing the landlord to provide services or facilities, namely: heat

At the hearing the tenant advised that he has or would imminently be moving out of the rental unit. He provided a forwarding address at the hearing. Because the tenancy is ending effective on the date of the hearing, There is no basis for orders directing the to make repairs, comply with the Act or provide services or facilities. These claims are therefore dismissed without leave to reapply.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is an apartment in White Rock. The tenancy began in or about 2001. The tenant has complained about several matters. He testified that there is a lack of heat in his apartment because the landlord turns off the hot water heating system during the summer months. The tenant objects to having to use an electric heater at his expense during the summer. The tenant said that his cook stove has not worked properly and when it was replaced last October the landlord did not provide accessories, such as bake plates with the stove.

The tenant complained about the landlord's use of plug-in electric air fresheners in certain locations in the rental property. He said that he was allergic to the chemicals in these devices. He also complained about fumes released from the clothes dryers. The tenant made general complaints about how the apartment building was managed. He mentioned inadequate cleaning and upkeep and outside lights that needed to be

replaced. The tenant complained that his balcony was in disrepair and unusable. He acknowledged at the hearing that his balcony has been repaired.

Counsel for the landlord, acting as the landlord's agent at the hearing submitted that the matters raised by the tenant were all matters that were inconsequential or had been remedied by the landlord before the hearing. The landlord's representative said that the heating system in the rental unit has been checked and there are no defects. The landlord's representative acknowledged that there is a plug-in fragrance dispenser in the mail room; the landlord has complained that the tenant removed it on more than one occasion. The landlord submitted photographs of the tenant's balcony intended to show that it is in good repair, having recently been rebuilt. The landlord's representative said that lighting at the rear of the building had been improved and submitted a picture of the new light that had been installed.

### Analysis

The tenant's claim for a monetary award appears to be based on a claim for compensation based on loss of use or loss of quiet enjoyment of the rental unit due to deficiencies in upkeep, a lack of heat at certain times and loss of use of the balcony for a period of time. The tenant did not provide any time frames or any useful particulars to help quantify and justify an award in any amount. I find that the tenant has failed to prove on a balance of probabilities that he should be granted a monetary award in any amount.

### Conclusion

The tenant's application for dispute resolution is dismissed without leave to reapply.

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 18, 2014

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Residential Tenancy Branch

