



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lions Court Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation under the Act, Regulation, or tenancy agreement, and to recover the RTB filing fee.

Both the tenant and a representative for the landlord attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenancy agreement signed by the parties on June 19, 2007 indicates the tenancy started on September 1, 2007 and the tenant was then obligated to pay rent of \$4,500.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$2,250.00. The tenancy ended on December 31, 2013; the parties confirmed the security deposit has already been dealt with.

The tenant seeks reimbursement for the following repair work:

Totem Appliance June 5, 2013	Repair of ice-maker	\$ 171.48
Miele Service June 10, 2013	Dishwasher check	135.45
Miele Service June 10, 2013	Oven door seal replacement	459.03
<i>Total Claim:</i>		<i>\$ 765.96</i>

The tenant gave evidence that he previously asked the landlord to repair a washer/dryer and it took several months. He says the landlords did repair work whenever they wanted and brought in substandard workers resulting in things breaking again.

The tenant says he advised the landlord that the ice-maker was not working, but he does not remember when. He is not certain how many times he asked the landlord to repair it or how long he waited before calling a repair service himself. However, he says it was not a normal length of time and he thinks it was at least two weeks.

The tenant gave evidence the dishwasher stopped working at least three weeks before he called a repair service. He says he notified the landlord, probably by phone. Asked if he got any response, he said "probably not".

The tenant gave evidence that the oven had not been holding heat properly for at least six weeks. He says he called the landlord. He does not remember how long he waited before calling a repair service himself.

The tenant's evidence is that the landlord told him he would reimburse him for the repairs but has not done so.

The landlord gave evidence that in 2010 the tenant gave them an invoice for repair of the dishwasher. They reluctantly reimbursed the tenant but told him they do not reimburse tenants for repairs. The landlords always take care of repairs themselves, and have their own trades people.

The landlord says there are three people at the phone number given to tenants. He says it is not possible that the tenant informed them of three separate problems and the landlord did not act. One problem might have slipped someone's mind but not three. He disputes that the tenant told the landlord about any of the problems before arranging repairs himself.

Regarding the ice-maker, the landlord says they were not given an opportunity to repair the problem. They do not know whether the ice-maker arm malfunctioned or whether it broke because of some action by the tenant.

The landlord notes that the dishwasher invoice indicates the dishwasher was tested and there was nothing wrong with it. He states the landlord could have addressed that.

The landlord gave evidence that the oven is a good quality oven and was seven years old at the time of repairs. The oven door seal should not have required replacement at that point. The landlord has a good relationship with suppliers and might have been able to address the problem more cheaply if given an opportunity.

Analysis

I find the tenant was aware that the landlord's policy is to deal with repairs themselves, rather than getting tenants to arrange repairs.

I agree with the submissions of the landlord, that the landlord was not given an opportunity to assess the purported problems and to determine whether they were caused by appliance malfunction or by some action of the tenant. For that reason, the tenant has not proven that he is entitled to reimbursement.

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: October 03, 2014

Residential Tenancy Branch

