



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sussex Villa
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, ERP, RP, RR

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order for emergency and other repairs – Section 32; and
3. An Order for a rent reduction – Section 65.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to repairs?

Is the Tenant entitled to a rent reduction?

Background and Evidence

The tenancy started on February 2014. Rent of \$825.00 is payable monthly on the first day of each month.

The Tenant states that repairs are required to the heater, leaks from the kitchen sink, the entrance door, leaking shower and bathroom fan. The Tenant states that these items were not repaired at the onset of the tenancy and that despite several requests the Landlord has refused to make repairs. The Landlord states that it has inspected the

kitchen sink and there is no leak. The Landlord also states that the Tenant took the unit as is and that the Landlord should not now be required to make repairs. The Landlord states however the Landlord agrees to inspect the unit for these items, including the kitchen sink, and made repairs as necessary by November 5, 2014. The Tenant claims a rent reduction of \$700.00 for the lack of repairs done.

The Tenant states that due to the kitchen sink leaking two rugs were damaged. The Landlord states that one rug was damaged to the extent it was no longer useable and that it was thrown out. The Tenant states that the remaining rug was cleaned and claims \$200.00. The Tenant states that this rug is approximately 3 meters by two meters and was purchased 3 years ago for somewhere between \$300.00 and \$400.00. The Tenant provided a copy of the cleaning invoice. Although the Tenant provided photos of the unit, no photos of the carpet were included. The Landlord states that as there was no leak when they checked and that no rugs were noticed in the kitchen. The Landlord states that the amount being claimed is too high.

The Tenant states that since the heat in his unit is not working he had to use a heater that was purchased 2 years ago. The Tenant does not recall how much was paid and claims \$50.00.

The Tenant states that his guest's car was towed from a parking spot at the building and that the Landlord should provide visitor parking and that the Landlord told the Tenant it was okay for guests to park at the building. The Tenant states that he is not paying for his own parking spot and that parking is not included in the rent. The Landlord states that the car towed was parked in a no parking spot, that a sign was placed on the car to call the manager and that the car sat for three days before it was finally towed.

The Tenant states that at the onset of the tenancy the Parties agreed that the Tenant would paint the unit for reimbursement. The Tenant states that no amount of reimbursement was agreed upon, the painting took three days and that the Landlord

only paid the Tenant \$100.00. The Tenant claims \$300.00. The Landlord denies responsibility for paying the Tenant more.

Analysis

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Given the photos of the Tenant I find on a balance of probabilities that the Landlord failed to provide and maintain the unit in a manner suitable for occupation. I find that the Tenant has substantiated that the Landlord was negligent in maintaining the unit however I do not find that the Tenant has otherwise lost use of the unit to the extent claimed. Further as the Landlord has agreed to make the repairs I find that the Tenant is only entitled to a nominal award of **\$100.00**. Should the Landlord fail to make the repairs as agreed, the Tenant is given leave to reapply for compensation from today's date forward until the repairs are made.

Given the receipt for cleaning the rug and accepting the Tenant's credible evidence that the kitchen sink has leaked in the past damaging the rug, but considering the Tenant's evidence about the age and price paid for the rug I find that the Tenant has substantiated a loss but not to the extent claimed and I find that the Tenant is entitled only to a nominal award of **\$100.00** for cleaning the rug.

As the heater was purchased before the tenancy, I find that the costs were not incurred as a result of lack of heat in the unit and that the Tenant has therefore not substantiated that the Landlord caused the cost claimed. I dismiss this claim.

As the Tenant is not provided with a parking space under the tenancy agreement and considering that a third party was towed who has no contractual relationship with the Landlord I find that the Tenant has not substantiated that the Landlord has breached the Act or tenancy agreement by having the third party's car towed. I dismiss the claim for towing costs.

As there was no evidence that the Landlord agreed to pay the Tenant any amount for painting the unit, I dismiss the Tenant's claim for an additional payment.

I order the Tenant to reduce future rent payable by the total entitlement of **\$200.00**.

Conclusion

I order the Tenant to reduce future rent payable by \$200.00 in full satisfaction of the claim.

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 30, 2014

Residential Tenancy Branch

