



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss suffered under the Act, regulation or tenancy agreement, an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and the recovery of the filing fee. The landlord participated for the entire hearing. The tenant joined the hearing seven minutes late and exited the hearing early without any explanation or notice, however the hearing was conducted and completed on this date. Both parties confirmed they received each other's documentary evidence. I am satisfied that the evidence was exchanged in accordance with the Rules of Procedure and the Act. Both parties gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

Background, Evidence and Analysis

The tenants' testimony is as follows. The tenancy began on January 6, 2012 and ended today. The tenants were obligated to pay \$1400.00 per month in rent in advance.

I address the tenant's claims and my findings around each as follows.

Tenants Claim – The tenant stated that the he was without a functioning oven from January 2012 until September 2013. The tenant stated that he did not realize his oven wasn't working until December 2012. The tenant stated that he informed the landlord. The tenant stated that the landlord sent a repairman two days later. The tenant stated that he didn't hear from the repairman until June 2013 and was told that parts were too expensive to fix it. The tenant stated that he informed the landlord that the oven was still

not working and that the landlord didn't replace it until September 2013. The tenant was originally seeking a rent reduction of \$700.00 per month and compensation of \$700.00 per month X 21 months for a total of \$14700.00. The tenant amended his claim and is now seeking \$5000.00 as compensation for not having a functioning oven. The tenant is no longer looking for a rent reduction as he is moving out today.

The landlord gave the following testimony. The landlord adamantly disputes this claim. The landlord stated that the reason the tenant is moving out is due to an order of possession for \$5600.00 in unpaid rent and that the bailiffs would be attending today to remove the tenants' belongings as he refuses to leave. The landlord stated that when they arranged for the repairman to attend to the oven they informed the tenant and the repairmen to let them know if there was any problem and they would take care of it. The landlords stated that they had assumed it was resolved as the tenant did not contact them again nor did the repairman submit an invoice for payment. The landlords stated the repairman was a person they used often and thought it was a very minor issue as he had not sought payment.

The landlord stated that the tenant did not inform them that the oven was still inoperable until September 2013. The landlord stated that within two days of being notified, they had a new stove purchased and delivered to the unit. The landlord stated that they have always addressed any repairs immediately. The landlords stated that they asked the tenant why he didn't advise them sooner that the oven wasn't working and was told by the tenant that it wasn't a big deal as he rarely used the oven. The landlord stated that the tenants claim is frivolous and a means of retribution for having been successful in a hearing to evict the tenant on April 30, 2015.

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 all four of 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.

The tenant has failed to satisfy me on grounds #2, #3 and #4. Based on the tenants own testimony he acknowledged that he did not inform the landlord immediately about the oven not working. In addition, the tenants' testimony could not be relied upon due to its inconsistency. When I asked the tenant a question he would offer a version of the

events, and when I would ask for further clarification the tenant would offer another version of the events. Also, the tenant did not have any supporting documentary evidence to support his claim. I find that the landlords conducted their business in a reasonable and timely manner that is in accordance with the Act. Based on all of the above and on the balance of probabilities I dismiss the tenants claim in its entirety.

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: May 19, 2015

Residential Tenancy Branch

