



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Community Builders Group & 0757745 BC ILtd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$3844.99

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the tenant has established monetary claim against the landlords, and if so in what amount.

Background and Evidence

This tenancy began on June 1, 2013 with a monthly rent of \$550.00, and a security deposit of \$275.00 was collected.

This tenancy ended on February 1, 2015.

The tenant is claiming that at the end of this tenancy he was forced to leave behind a television and electric heater due to an insect infestation in the rental property. He did not want to transfer the insects to his new property and believe there were probably insects in both the television and the heater. The tenant therefore believes the landlord should be paying for the replacement of those items.

The tenant also believes the landlord should be returning double his security deposit, claiming that he personally gave the landlord's a forwarding address in writing on February 6, 2015, and that he did not receive his security deposit back until March 26, 2015 although the check was back-dated as February 18, 2015.

The tenant is also requesting the return of \$150.00 of the rent he paid per month for the full term of this tenancy for, what he claims, were numerous deficiencies at the rental property. The tenant claims that there were mouse and bug infestations which were not properly dealt with by the landlord, the elevator was frequently out of order, he went without electrical power for a full 17 days, and there were numerous occasions where there was no hot water.

The tenant also claims that, due to a hole through the brick façade of the building, cold air circulated against the drywall of his room causing his room to be very cold in the winter.

The tenant argues that overall the rental property was in poor condition and was poorly maintained for the full term of this tenancy and therefore he believes his rent should be reduced.

The tenant is therefore requesting a reduced a monetary order as follows:

Replace 36 inch television	\$250.00
Replace electric heater	\$44.99
Double security deposit (less the \$275.00 already paid)	\$275.00
Reduction of rent of \$150.00 times 20 months	\$3000.00
Total	\$3569.99

The landlords testified that the tenant did not mention any television or electric heater when he was moving out of the rental unit, nor do they have any way of verifying that these items were left behind by the tenant.

The landlord's deny receiving a forwarding address in writing from the tenant, and they believe that the documents supplied by the tenant for today's hearing was fabricated later on. They returned the tenants full security deposit once they were aware of where to send the deposit.

The landlords also stated that there is nothing on file from the tenant ever requesting any repairs, or mentioning any mouse or insect infestations, and therefore they were

unaware of any of the problems stated by the tenant. They have a regular pest-control contract in the building and had the tenant made them aware of any of the alleged problems the problem certainly would have been dealt with.

Landlords further stated that they are aware that there have been numerous problems with the elevator in this older building, however whenever there was a problem it was dealt with promptly and they have supplied invoices from the elevator company to support this claim.

The landlords also stated that were some problems with the brick façade on the building, which are now being repaired; however there is no evidence to show that there was any cold air directly affecting this tenant suite, and in fact the engineer working on the project stated that there was no direct openings to any drywall in any of the suites in the building.

Landlords further stated that this is low-cost housing and due to some of the people that live in the low-cost housing they have had a problem with people kicking in the entry doors to the building to try and reach the people in the building, however as can be shown by the invoices provided those doors are repaired as soon as possible.

They do not recall any time where any of the tenants were without electricity for 17 day stretch and they have nothing on record showing any complaints in writing from this tenant.

The landlord's therefore do not believe that any of the tenants claims are justified are asking that the full claim be dismissed.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

In this case it is my finding that the applicant has not met the burden of proving any of his claims.

The tenant claims that he left both the television and the heater behind when he vacated the rental unit, however he has provided no evidence in support of that claim, nor is there any evidence that he informed the landlord's when he vacated the rental unit that he was leaving these items behind.

It is also my finding that the tenant is not met the burden of proving that he gave the landlord's a forwarding address in writing because it is just his word against that of the landlords, and the landlord's deny receiving a forwarding address in writing. I therefore deny the tenants claim for an order for double the security deposit.

I also deny the tenants claim for loss of use and enjoyment of \$150.00 per month because again the tenant has failed to provide any evidence that he ever inform the landlords of the problems he was allegedly having at the rental property. Even the letter the tenant provided from his advocate regarding having no electricity, dated October 10, 2014 only states the tenant has been without electricity since October 8, 2014 which is only two days, and not the 17 days claimed by the tenant.

I accept the landlord's argument that this is an older building that has some issues with the elevator and hot water system; however I also accept that the landlord deals with these issues, when they occur, in a timely manner.

Further, although the tenant has shown that the façade to the building did need repairs, there is no evidence to show that the deterioration of that façade was causing any extra heating problems in this tenants unit.

The applicant tenant has provided a lengthy handwritten log, in which he discusses his concerns on the nearly daily basis; however there is insufficient evidence to show that he ever passed on these concerns to the landlord.

Conclusion

This application is dismissed in full 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 25, 2015

Residential Tenancy Branch