



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding #0955802 BC Ltd. & Community Builders Benevolence Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC OLC RP RR

Introduction

This hearing dealt with an application by the tenant for the following orders:

1. A monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement;
2. An order that the landlord comply with the Act, regulation or tenancy agreement;
3. An order that the landlord make repairs to the unit, site or property; and
4. An order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Is the tenant entitled to any or all of the above orders?

Background and Evidence

This tenancy began on August 14, 2012. The rent is \$425.00 per month and a security deposit of \$200.00 was paid at the start of the tenancy. The residential property is an older single room occupancy hotel. The tenant lives on the 3rd floor.

The underlying issues in this matter were originally dealt with in a decision dated July 29, 2015 by Arbitrator M. Bruce. In that decision, the arbitrator made the following findings and orders:

- I find they are not in compliance with section 32 of the Act as many of the bathing facilities are in working order so that over 40 tenants need to use one shower on the 3rd floor which is the tenant's floor.

- I find that he, as a tenant, is entitled to working bathing facilities that are shared with a reasonable number of persons.
- As agreed by the parties, I find the tenant entitled to a repair order. As the weight of the evidence indicates a tardiness of the landlord in addressing repairs, I find that timelines for compliance are necessary and will be imposed
- **I HEREBY ORDER that the landlord and the management company within two weeks from July 31, 2015 obtain a licensed plumber to inspect and report on repairs needed to all bathing facilities on the 3rd, 4th and 5th floor of the subject building.**
- **I HEREBY ORDER that the landlord and management company have the necessary repairs done to get all the showers working properly on the 3rd, 4th and 5th floor of the subject building by SEPTEMBER 30, 2015.**
- **Should the repairs on the showers not be completed by September 30, 2015, I give the tenant leave to reapply for other remedies that may be available to him such as monetary orders for rent rebates.**

It is on the basis of these findings and orders that the tenant has brought the current claim. The tenant claims that “none of the repairs have been made since Arbitrator Bruce made her order on July 29th”. The tenant claims that nothing has been done about “pipes leaking in the walls” and further that he should be compensated for the lack of bathing and shower facilities he has suffered for the period January 1, 2015 to January 1, 2016. In support of his claim the tenant has submitted a DVD showing the condition of the bathing and shower facilities on several floors in the building. The tenant also submitted an affidavit from his son which complains about his being denied access to the West Hotel to visit his father and a statement that his father has been using his bathing facilities since late October.

In response, the landlord testified that it has in fact completed all repairs as ordered in the previous decision. The landlord testified that it was never ordered to open up the walls. The landlord also testified that all times during the repairs being made, there has never been a complete lack of shower facilities for occupants of the building. In its written submission, the landlord makes the following statements:

“There has NEVER been a complete lack of bathing facilities. Claiming compensation for 365 days is completely unjustified and erroneous. There has never been a complete

loss of bathing and showering facilities at the West Hotel. [The tenant's] statement, "NO SHOWERS OR BATHING FACILITIES" for tenants on the 3rd, 4th or 5th is a complete fabrication. If for any reason a shower/bath was not functional the tenants always had access to all other bathing facilities on their floor and on other floors.

At the time of the July 29th RTB hearing the 5th floor shower, 4th floor tub room and single toilet were under renovations. Which leaves 8 functional bathing facilities required by the City of Vancouver.

Unfortunately due to the nature of the tenants and their misuse of facilities at the West Hotel the showers and tub rooms are often vandalized or mistreated. The West Hotel was built in 1910, due to the age of the building plumbing issues do arise when the facilities are mistreated. A common occurrence is needles being flushed down the toilets. As soon as Community Builders are aware of any plumbing issues they work around the clock to resolve them."

In support of its testimony, the landlord submitted a letter from a tenant support worker at the building, a letter from a contract maintenance worker who does maintenance at the building and a series of invoices from Drips & Drains Plumbing and Heating and SLC Contracting Ltd. regarding plumbing repairs. Invoices from other contractors were also submitted but these related to elevator and wall repairs.

Analysis

As outlined above, the tenant has made several claims, I shall deal with each I turn.

Monetary Claim

The tenant has requested a monetary order in the amount of \$730.00 which is comprised of \$2 per day for the period January 1, 2015 to January 1, 2016. The tenant makes this claim on the basis that he suffered loss of use of the showers or bathing facilities during that one year period.

The landlord disputes this claim, saying that at all times the tenant had access to showers or bathing facilities on other floors of the buildings and that at all times the number of bathing facilities available in the building were in accordance with City of Vancouver requirements for person/facility ratio.

In a claim of this nature, the applicant bears the burden of proof on a balance of probabilities. In the present case, the tenant claims that he had no shower or bathing facilities for the subject period while the landlord asserts that he did. In light of this

directly contradictory testimony, I find that the tenant has failed to meet the burden of proving his monetary claim. Even the lengthy DVD submitted by the tenant does not prove that the tenant had no access to bathing facilities for a year. As a result, I dismiss the tenant's claim for a monetary order.

Order to Comply / Order to Make Repairs

The tenant has requested an order that the landlord comply with the Act, regulation or tenancy agreement and an order that the landlord make repairs to the residential property. In this regard, I find that the tenant has failed to specify in his applications precisely what he seeks the landlord to comply with or which repairs he wants made. I have reviewed the "Details of Dispute" submitted by the tenant and find that under "Action Sought" the tenant deals only with his monetary claim.

In the result, I dismiss the tenant's claims for an order that the landlord comply and an order that the landlord make repairs.

Rent Reduction

The tenant has requested an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. Again, I refer to the tenant's application where under "Action Sought" the tenant has not specified the rent reduction he seeks. However, even if the tenant had specified the amount of rent reduction he wanted, I would dismiss this claim for the same reason I have already dismissed the tenant's claim for a monetary order.

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: March 11, 2016

Residential Tenancy Branch

