



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Amos Realty & Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, LAT, MNDC, O RP, RR

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$1058.00, requesting an order for the landlord to make repairs, requesting an order authorizing the tenant to change the locks, requesting an order allowing the tenant to reduce the rent, and requesting an order for recovery of the \$100.00 filing fee

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 testimony was taken under affirmation.

Issue(s) to be Decided

The issues are:

- Whether the applicant has established monetary claim against the respondent, and if so in what amount.
- Whether the landlord should be ordered to make repairs at the rental property.

- Whether the tenant should be authorized to change the locks.
- And whether the tenant should be authorized to reduce the rent.

Background and Evidence

This tenancy began on December 15, 2016 with a monthly rent of \$1100.00, due on the first of each month.

The parties agreed that the landlord has subsequently allowed a \$150.00 per month deduction from the rent.

Monetary Issues

Carpet Cleaning

The applicant testified that she does not believe the carpets were cleaned before she moved into the rental unit as she has requested proof from the landlord and the landlord has supplied no evidence of having had the carpets cleaned.

The applicant further states that she believes her photo evidence shows that the carpets were not clean when she moved into the rental unit, and therefore she is requesting an order that the landlords bear the cost of carpet cleaning. She has received a quote for the carpet cleaning in the amount of \$240.00.

The landlord testified that all the carpets in the rental unit were professionally cleaned on December 7, 2016, and they paid a total of \$264.96 to have that cleaning done. The landlord therefore does not believe that they should have to pay for another cleaning of the carpets.

In response to the landlord's testimony the tenant testified that she does not believe the carpets were cleaned prior to moving in, and she believes her photo evidence clearly shows that they were not clean.

House Cleaning

The applicant also testified that she does not believe the house was clean before she moved into the rental unit and as can be seen from her photo evidence the house was in need of significant cleaning and therefore she is requesting that the landlord bear the cost of a professional cleaning which has been quoted at \$150.00.

The landlord testified that they hired a cleaning service to clean the rental unit prior to the tenant moving in, and cleaning was done on December 5, 2016 at a total cost of them of \$210.00. They therefore dispute the claim for further cleaning.

In response to the landlord's testimony the tenant testified that she does not believe that the house was clean properly before she moved in, and she feels her photo evidence clearly supports the fact that the rental unit was still in need of significant cleaning.

Chimney and Wood Stove Cleaning and Inspection

The applicant testified that the stove and chimney in the rental unit are in need of cleaning, and also need to be inspected by a qualified inspector before she is able to get insurance for the rental property. The applicant is therefore requesting that the landlord pay for the inspection cost which is been quoted to her as \$200.00.

The landlord testified that he believes the chimney and woodstove are fine and require no further cleaning, and further stated that the landlord/owner of the rental property has had no problem getting insurance for the rental unit, with the present woodstove and chimney in place.

In response to the landlords testimony the tenant testified that the chimney in the rental property is not clean it clearly has a creosote buildup, and she has been told by her insurance company that she cannot get insurance to use the wood stove until a certified inspection is done.

Changing the Locks

The tenant testified that she does not believe the locks were rekeyed before she moved into the rental property, and subsequently she has had difficulty with one of the locks as it is bent, and it broke one of her keys. She is therefore requesting that the landlord bear the cost to change the locks to the rental property, which has been quoted to her as \$168.00.

The landlord testified that he was unaware of the claim that one of the locks at the rental property was not working, and he is certainly willing to have that lock repaired. He further stated that the locks were not rekeyed at the beginning of this tenancy.

In response to the landlord's testimony the tenant testified as long as the landlords do change or re-key all the locks to the rental property she will be satisfied.

Electrical Consumption

The tenant testified that pipes under the sink froze and as a result heaters were installed for four days to file those pipes and therefore she is requesting that the landlords bear the cost of the extra electricity required for those heaters. She got an estimate from Fortis BC for \$81.00. She is also asking for a further \$20.00 in extra electrical costs due to the poor weatherstripping in the rental unit resulting in extra heating costs.

Landlord testified that he does not dispute the \$81.00 for extra will electricity that was used when the pipes froze; however he does dispute a further \$20.00 as the tenant knew the condition of the rental unit prior to moving in and at no time was it stated that the weatherstripping would be updated.

In response to the landlords testimony the tenant testified that, although she got nothing in writing, the landlords did verbally tell her that the weatherstripping would be upgraded.

Driveway

The tenant is also requesting an order that the landlord pay \$100.00 for her extra cost of having the snow cleared on the driveway through the winter. The landlord did reduce the rent by \$150.00 per month; however she states this does not cover all the extra costs she incurred, and therefore she is requesting the landlords pay a further \$100.00.

The landlord testified that the tenancy agreement states that the tenant is responsible for snow removal on the driveway, and therefore he does not believe they should be paying anything further, especially since they did agree to reduce the rent by \$150.00 per month, due to a few rough spots on the driveway, which they could not deal with until after the spring thaw. They are still fully willing to have the rough spots leveled out once the weather allows. The landlord further testified that the length of this driveway is between 2500 feet and 3000 feet, and there is no way they would have agreed to be responsible for snow removal when the rent for this unit is only \$1100.00 per month.

In response to the landlords testimony the tenant testified that, although the tenancy agreement states that the tenant is responsible for snow removal, at the original meeting with the landlords she was told that the driveway would be taken care of and therefore when she went to sign the tenancy agreement she was surprised to find that it stated snow removal was the tenants responsibility; however she signed it as she felt pressure to do so since she was planning to move the very next day.

In response to the tenant's testimony the landlord reiterated, that they never told the tenant that they would take care of snow removal, they only stated that they would plow the frost heaves to smooth out the driveway once the weather allowed.

Requested Repairs and Maintenance

Property Cleanup

The tenant testified that the landlords had informed her that they would remove all the junk and debris that was on the property, prior to her moving in, however as can be seen from the numerous photos, there is still an extensive amount of junk and debris on the property and in the crawlspace, and therefore she is requesting an order that all this junk and debris be removed.

The landlord testified that at no time was the tenant informed that the debris on the property would be removed, and this property was rented as is, and therefore they dispute the request for removal of these items.

Storage Unit

The tenant testified that there is a 22' x 12' storage unit on the property however she has only been able to use approximately half of the storage unit as the roof is leaking on one half of the unit, and therefore she is requesting that the roof be repaired and an electrical inspection be done, as she believes water has penetrated the electrical fixtures.

The landlord testified that this is the first he has heard of the claim that the storage unit was leaking, and they are certainly willing to repair the roof to ensure that it no longer leaks.

Mice

The tenant testified that there has been an issue with mice in the rental unit, which she has mitigated with the use of electronic device, however she is worried that the mice may have chewed the electrical wires in the property and therefore she believes that a full electrical inspection of the property is justified.

The landlord testified that this is a rural property, in the middle of the forest, and the tenant has to expect there may be some problems with mice, and it's an issue that the tenant should be dealing with herself.

Further Repairs

The following are a list of further repairs the tenant has requested, however the landlord did not specifically respond to each of these requests other than to lump a number of the tenants claims together and state that a move in inspection report was done and the tenant accepted the property as is and therefore he is opposed to any of these requested repairs.

The tenant testified that;

- There are at least nine rotting deck boards that make the deck unsafe as they could break if someone stepped on them, and therefore she is requesting that those boards be replaced. The tenant further stated that the railing is also unstable and needs to be secured.
- There are bulbs that are not working and need to be replaced.
- There are large gaps in the floor that let in bugs, mice, and drafts.
- The oven light is missing.
- There are cracks between the logs that allow in bugs.

- Weatherstripping needs replacing.
- There is a gap under the kitchen sink that allows mice and bugs in.
- Window and door screens need repair.

Rent Reduction

The tenant is also requesting an order for rent reduction until the storage unit is fully usable.

Keys

The tenant is requesting an order that she not be required to give keys to the rental unit to the landlord, as she is worried that the landlords will enter the rental unit without giving the proper notice.

In response to this request the landlord stated that they always give the required 24 hour written notice before any entry.

Analysis

Monetary Issues

Carpet Cleaning

It is my finding that the applicant is not met the burden of proving that these carpets were not cleaned before she moved into the rental unit. It's obvious from the photo evidence that there are some stains on the carpet; however this is an older carpet in an older property and it simply possible that, even with professional cleaning, all stains will not come out.

I therefore will not order the landlord to re-clean the carpets, or to pay the tenant for the cost of having carpets cleaned.

House Cleaning

Although the landlord claims that the rental unit was professionally cleaned before the tenant moved in, it is my finding that the photo evidence clearly shows that this rental unit is still in need of significant cleaning. I therefore allow the tenants request for an order for \$150.00 so that she can have the rental unit cleaned.

Chimney and Wood Stove Cleaning and Inspection

It is my decision that I will not allow the tenants request for an order for the landlord to pay for an inspection of the stove and chimney in the rental unit because the tenant has provided no evidence to show that the stove and chimney do not comply with present housing standards. The information that the tenant has provided is a request from the insurance company to have an inspection done before they will provide insurance, however in the absence of any evidence to show that the chimney does not comply with present housing standards, it is my decision that the tenant is required to pay for this inspection, as it is her insurance company that is put forth the requirement.

Changing the Locks

The landlord has agreed to replace any damaged locks at the rental property and therefore I therefore ordered that they do so, and I also ordered that they rekey any locks that don't need to be physically changed, so that the tenant has different keys than the previous occupants of the rental property.

Electrical Consumption

The landlord has agreed to pay \$81.00 for extra electricity used while thawing frozen pipes, and therefore I allow that portion of the claim.

I will not however allow the tenants claim for a further \$20.00 in costs she claims she has incurred due to poor weatherstripping. This is an older rural property that has been rented at a fairly low rent, and it's unreasonable for the tenant to expect the landlord to do significant upgrading of property.

Driveway

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.

I deny the tenants request for cost of maintaining the driveway as the tenant has not met the burden of proving that the landlord ever agreed to maintain the driveway. The tenant claims that the landlord verbally told her that the driveway would be maintained, however the landlord denies that claim, and the tenancy agreement clearly states that snow removal on the driveway is the responsibility of the tenant.

Therefore the total amount of the monetary claim I have allowed is as follows:

Housecleaning	\$150.00
Extra electricity cost	\$81.00
Total	\$231.00

Requested Repairs and Maintenance

Property Cleanup

Section 31 of the Residential Tenancy Act states:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In this case it is my finding that the landlords have not provided the rental property in a reasonable state of decoration and repair as the property has a significant amount of debris strewn around the property, that should have been removed by the landlords prior to the start of the tenancy.

I therefore allow the tenants request for an order that the landlords remove all the junk and debris from the rental property.

Storage Unit

Although the landlord claims this is the first they have heard about the leaking storage unit, the landlord did state that he is willing to have the roof repaired on the storage unit, and, therefore, I will issue an order for the repair of the roof on the storage unit and further order that the electrical fixtures in the storage unit be inspected to ensure they have not been compromised due to the leaking roof.

Mice

It is my finding that the tenant has shown that there is a problem with mice at the rental property and therefore I order that the landlord have a pest-control company deal with the issue. I am not willing however to issue an order that the electrical system in the rental property be inspected, as the applicant has provided no evidence to show that the electrical system has been compromised by the mouse infestation.

Further Repairs

I will allow the tenants request for repair of the deck on the rental property as this is a safety issue and therefore the landlord must replace any compromised deck boards and ensure that the railing is secure.

I also allow the request for replacement of bulbs, including the oven bulb, that were not working at the beginning of the tenancy, because these items should have been replaced by the landlord before the tenant moved in.

It's also my decision that the landlord must repair any window screens that are damaged.

I will not, however, order that the landlord fill, cracks, and replace weatherstripping, because, as stated earlier, this is an older rental property and the landlord is not required to upgrade the property to new standards. That being said however, if the pest-control company finds that some of these gaps are allowing mice into the rental property, the landlord must follow the pest-control companies advise to mitigate the problem.

Rent Reduction

I am not willing to grant a rent reduction at this time, as the landlord has stated that he will ensure that the roof to the storage unit is repaired; however if the repairs not done in a timely manner the tenant can reapply at a later date for a rent reduction.

Keys

I will not order that the tenant be allowed to keep all the keys to the rental unit as there is no evidence to show that the landlord has ever entered the rental property without following the proper procedures laid out in the Residential Tenancy Act.

Further, having allowed a significant amount of the applicants claim I also order that the landlord bear the \$100.00 cost of the filing fee.

Conclusion

Pursuant to section 67 of the Residential Tenancy Act I have allowed \$331.00 of the tenant's monetary claim, and I therefore order that the tenant may make a one-time deduction of \$331.00 from future rent payable to the landlord. The remainder of the tenant's monetary claim is dismissed without leave to reapply.

Pursuant to section 32 of the Residential Tenancy Act, I have issued an order for the landlord to remove all the junk and debris that is strewn around the rental property, from the rental property as soon as possible, and I further order that the landlord replace any damaged locks at the rental property, and rekey any locks that are not replaced.

I have also ordered pursuant to section 32 of the Residential Tenancy Act that the landlord repair the roof on the storage unit, and have the electrical fixtures in the storage unit inspected to ensure they have not been compromised by the water leak.

I have also ordered, pursuant to section 32 of the Residential Tenancy Act, that the landlord have a pest-control company deal with the mouse infestation at the rental property.

Further, pursuant to section 32 of the Residential Tenancy Act I have also ordered that the landlord replace any rotting boards on the deck, and ensure that the railing is secure, replace all light bulbs that are not functioning, and repair all damaged window screens.

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: April 10, 2017

Residential Tenancy Branch