



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC PSF RP RR

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("the Act") for: a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; an order that the landlord provide services or facilities required by law pursuant to section 65; an order that the landlord make repairs to the rental unit pursuant to section 33; and an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties (one tenant and one landlord) attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing but for one evidentiary package of the tenant. The tenant testified that he submitted late evidence and that he had not served the evidence to the landlord. He testified that he was advised to wait before sending the materials. The landlord testified that he had not received the evidence.

### Preliminary Matter: Adjournment Request

As a result of the landlord's testimony that he had not received the tenant's most recent submissions, the tenant requested an adjournment of this hearing. Based on the evidence provided by the tenant, the evidence package in question was submitted late. He testified that he submitted it in response to the landlord's materials. The tenant was unable to explain the details of the materials or how they related to his current application.

The landlord opposed the adjournment and indicated that it would be costly and time consuming to have to attend on a later date. As it would be prejudicial to allow an adjournment for the service of evidence submitted late and given that the tenant had time to serve the materials in accordance with the Act to the landlord but failed to do so, I find that the tenant is not entitled to an adjournment.

I denied the tenant's request for an adjournment however I allowed the tenant to testify with respect to the details of the materials as best he was able.

### Issue(s) to be Decided

Are the tenants entitled to a monetary order for compensation for damage or loss?

Are the tenants entitled to an order that the landlord provide services or facilities?

Are the tenants entitled to an order that the landlord make repairs to the rental unit?

Are the tenants entitled to an order to allow the tenant(s) to reduce rent for repairs?

### Background and Evidence

This tenancy began on November 1, 2016 as a one year fixed term with a rental amount of \$1500.00 payable on the first of each month. The landlord continues to hold a \$750.00 security deposit and a \$150.00 pet damage deposit that the tenants paid at the outset of the tenancy. The tenants sought to recovery a monetary amount however the tenants did not provide a monetary worksheet nor did they provide a monetary amount on their application form.

The tenants testified that they should be compensated for various types of damage within the residence that was not repaired in a timely fashion. The tenants testified that they continue to reside in the rental unit and request that, as well as compensation, they receive an order that the landlord make repairs to the unit. The tenants listed the following items that have required repair since the start of their tenancy;

- The tenant's water bill was increased because of an ongoing leak;
- Two door locks required replacement;
- Sliding doors did not have locks at move in and for 2 months following;
- A knob was missing from a bi-fold door & there are no doorknobs on the interior doors;
- The dryer vent was not working for 3 days at the outset of the tenancy;
- The closet doors are not attached at the bottom;
- Transition strips are required where the carpet goes from carpet to hardwood;
- The linoleum needs to be replaced as it has large holes torn out of it;
- The light switches do not have cover plates;
- The attic hatch has no cover;
- The unit needs insulation as the tenant's heating bill is high;
- The rental unit has "wimpy" water pressure.

This list is not exhaustive.

The landlord's representative testified that the tenants' water bill has been paid and that all the locks have been changed or added (in the case of the sliding doors). He clarified that it was not that there was no locks but that the tenants requested a change so that they had different locks than the previous tenants. The landlord's representative insists that he is attempting to meet all repair requests made by the tenants however there are multiple requests in a relatively short period of time.

The landlord's representative also testified that the rental unit was under construction prior to the tenants moving in to the rental unit and that the tenant was one of the construction workers. The tenant assisted the painter, according to the tenant's testimony. The landlord argued that the tenant would have been completely aware of the condition of the rental unit in all of the circumstances. The tenant sought out the landlord to ask if he could rent the property and the tenant received some free rent at the outset of the tenancy to complete jobs within the unit. The landlord's representative testified that many of the items raised by the tenant were items to be addressed by the contracted painters particularly; door knobs, light switch covers. The landlord's representative stated that these items have been purchased and just need to be installed.

The landlord's representative provided undisputed testimony that has also; fixed the dryer vent; fixed the laundry room door; provided a seal for the attic. The landlord testified under oath to assure that he will continue to address the needs of the tenant with respect to necessary repairs. The tenant confirmed that, since the landlord's representative has taken over communications with respect to the rental unit, several issues have been addressed and he is satisfied with the services provided. However, the tenant argues that he is still entitled to compensation for the items that went without repair from the outset of his tenancy to the date of repair.

### Analysis

Section 67 of the Act requires a claimant seeking a monetary amount to prove that he has incurred loss, that the loss is the result of action or inaction by the other party and to provide evidence to support his claim. In this case, the tenant's evidence included photographs to explain his claim. While the tenant submitted photographic evidence to support his position in this dispute, he also confirmed that many of his original repair requests have now been addressed by the landlord's representative.

The tenant claims that the fact that the locks were not changed immediately, that the dryer vent needed to be hooked up and that there were no doorknobs on the interior doors caused a loss of use of the unit that requires compensation under the Act. The

tenant also claims that he should be compensated for items that have yet to be repaired including the addition of transition strips between carpet and other flooring so your socks do not get caught on the edges and patchwork to the linoleum for the same reasons. The tenant also complains that the rental unit should be insulated better. Furthermore, the tenant claims he should be compensated for poor water pressure within the unit.

I accept the landlord's argument that, in these circumstances, the tenant was well aware of the condition of the rental unit prior to move in. I find that the tenant's unique position as a worker in the residence before he moved in allowed him to have a closer inspection of the unit than most tenants prior to move-in. I accept the landlord's evidence that the tenant was in fact responsible for some of the repairs that were not done at his move in, including the provision of switch plates. Finally, I accept the landlord's argument that the precise water pressure and level of insulation are features of the rental unit that are a matter of comfort and not necessities: if the tenant is not satisfied with the nature or age of the amenities provided in the rental unit, his recourse is not compensation in these circumstances.

While the tenant expressed deep frustration with the landlord and the condition of the rental unit, I refer to section 32 of the Act that provides the obligations of both the landlord and the tenant to the residential tenancy property,

**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.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

In this particular case, based on the age of the home and the nature of the tenancy, I find that the landlord has met his obligations under the Act. Specifically, I find that the landlord has provided a property that complies with health, safety and housing standards required by law. I find that none of the items raised by the tenant impact the tenants' health, the tenants' safety or the housing standards, particularly having regard to the age of this home, its character (an old home with recent, incomplete renovations) and the location of the unit. The tenant does not claim that the unit is uninhabitable but merely that he wishes to have certain matters addressed for comfort and convenience.

I have taken into account that none of these repairs sought by the tenant qualify as emergency repairs that are urgently required for health or safety. I have also taken into account that the landlord's representative has made assurances that he will address a variety of the repairs raised by the tenant and that many have already been addressed prior to the date of this hearing. Finally, I have taken into account that the assertion by the landlord's representative that any reasonable, pre-approved purchases by the tenant for the unit will be compensated. While the parties were unable to reach an agreement with respect to this matter, I find that the testimony and assurances of the landlord's representative are sufficient to address the tenant's application. I find that the tenant has provided insufficient evidence to satisfy me that the specific repairs he has requested are essential or fundamental to a tenancy in a way that impacts the use or enjoyment of the property. I find that the tenant is not entitled to compensation for any perceived delay in executing the repairs for the tenant. Therefore, I dismiss the tenant's application in its entirety.

### Conclusion

I dismiss the tenant's application in its entirety 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: June 29, 2017

---

Residential Tenancy Branch