



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RR, RP, FF

Introduction

The tenants apply for a compliance and repair order, a rent reduction and a monetary award alleging that the landlord has failed to repair the premises or repair it properly.

This application was brought in September and since then the tenants have vacated the premises. As a result, the only issue remaining is whether or not the tenants are entitled to a monetary award.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Have the landlords failed in their duty to maintain the premises in a reasonable state of repair and, if so, what loss have the tenants sustained and what is an appropriate measure of damages for the loss?

Background and Evidence

The rental unit is a two bedroom basement suite. The landlords occupy the upper portion of the home.

The tenancy started in August 2016 for a one year term ending August 30, 2017. The monthly rent was \$1600.00. The tenants vacated at the end of October 2017. The \$800.00 security deposit the tenants paid at the start of the tenancy has been returned.

Mr. H., the tenants' advocate, alleges that the washing machine did not work properly. The timer function failed and the machine would stop between cycles. The tenants in their Monetary Order Worksheet claim \$800.00 compensation for having to do laundry elsewhere.

The landlord Ms. B. testifies that she had a repairman look at it in June and that on the occasional time the timer failed, one need only "jiggle" it for the cycles to recommence. She says that since the tenants left she has used the machine and it hesitated only once.

Mr. H. for the tenants says that a faucet in the bathroom made loud noises when it was turned on and that it was an unreasonable disturbance. He says the landlords requested that the tenants not use the hot water because the noise disturbed their child.

The landlord Ms. B. says the hot water supply is fine. She says the noise was observed when the tenants moved in and it is merely consonant with living in an old house. She' never heard a complaint from the tenants before this application. She says the noise was only sporadic and did not occur if the cold water tap was turned on at the same time.

Mr. H. says that the baseboard in a bathroom was repaired with brown caulking and that it is unsightly.

The landlord Ms. B. says it is wood filler from a repair in the Spring. She admits that aesthetically it is "not great."

Mr. H. points to a picture showing bubbling of paint on a small portion of the wall behind the toilet. He indicates it may mean the presence of "black mould."

Ms. H. says its just moisture pulled from the wall by a dehumidifier.

Mr. H for the tenants says the sidewalk outside the rental unit is cracked and has subsided since the start of the tenancy.

Ms. B. testifies that the sidewalk has many cracks and they were there when the landlords purchased the home and when these, their first tenants, rented the suite.

Mr. H. says that the gate for a fence was broken. It is the gate the tenants use to gain access to the underside of the landlords' balcony, where the tenants were permitted to store belongings.

Ms. B. says the gate latch had been forced past its retainer and was like that for two days in August.

Analysis

The tenants' claim will be analyzed in accordance with the Monetary Order Worksheet they have provided.

Laundry

The evidence satisfies me that the timer on the washing machine included as a facility in the tenants rent, was failing intermittently. Though the worksheet refers to the cost of a laundry load and of the need to run eight loads per week, there is no evidence to support those figures or the implication that the tenants used some other washing machine. None of the tenants testified about it.

The problem was a minor inconvenience, causing a tenant doing a load of wash to occasionally attend to jiggle the dial on the machine. While an inconvenience, it is such a slight one as to not warrant any damages award.

Loud Sink, No Hot Water

The video evidence shows that the bathroom sink pipes rattled when the hot water tap was turned on. I accept the landlord Ms. B.'s uncontradicted testimony that it was intermittent and did not happen if the cold water tap was on as well.

There is no substantive evidence that there was a lack of hot water. None of the tenants testified. I accept Ms. B.'s sworn testimony that there was no problem with the hot water supply.

The pipe rattling noise is a noise to be expected in old homes and does not warrant an award of damages.

Unfinished Baseboards

The evidence shows white baseboards behind the toilet to be roughly topped with brown sealant. It is far from a professional job, but in my view, given the location of the work it is insignificant and does not affect the amenity of the bathroom. I consider the tenants' complaint to be a trivial one, not warranting an award of damages.

I disregard any claim concerning mould. The existence of mould has not been shown on the evidence.

Cracked Sidewalk

I accept Ms. B.'s testimony that there were many cracks in the pathways around the home that this particular portion of sidewalk has not changed since the tenants moved in.

There is no evidence to support the tenants allegation that the cracked sidewalk poses a danger. The photograph of the area does not support such a conclusion. I dismiss this item of the claim.

Broken Fence

It is apparent that the fence had been closed too forcefully, allowing the simple metal bar and latch to bend and travel past their normal stopping point on the gate frame post.

I am satisfied on Ms. B.'s uncontradicted evidence that the problem was fixed right away. There is no evidence that the tenants suffered any inconvenience. None of the tenants testified about it.

Conclusion

The tenants' 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: December 14, 2017

Residential Tenancy Branch