



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WIDSTEN PROPERTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, ERP, RP, OLC, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order directing the landlord to comply with the *Act* and carry out emergency repairs. The tenant also applied for compensation for problems associated with the rental unit and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

During the hearing the tenant informed me that he had moved out on December 01, 2017. Since the tenancy has ended, the remainder of the tenant's application except for his claim for compensation is moot. Accordingly, this hearing only dealt with the tenant's claim for compensation.

### **Issue to be Decided**

Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy began on May 01, 2017, for a fixed term of one year. The rent was \$1,200.00, due on the first of the month.

The tenant stated that the rental unit was not clean at the start of the tenancy. A copy of the move in inspection was filed into evidence. The tenant agreed that a few discrepancies were noted but he signed off on the report indicating that he was satisfied with the condition of the unit.

The tenant stated that he made a number of complaints to the landlord and most were not addressed. The tenant wrote two letters to the landlord listing the issues he was having. Copies of the letters were filed into evidence. The tenant also stated that he made several telephone calls to the landlord's office which went unanswered.

The first letter was undated. The tenant stated he wrote it sometime in September. The landlord's response to the letter is dated September 07, 2017.

The tenant stated that he was not satisfied with the way the landlord addressed the problems he had and therefore made this application on October 05, 2017.

The second letter to the landlord is dated November 14, 2017 and contains a list of complaints. This letter also contains the tenant's notice to end tenancy effective December 01, 2017 due to an alleged breach by the landlord of a material term of the tenancy agreement. The landlord's response is dated November 14, 2017 and addresses every issue identified by the tenant.

The tenant is claiming compensation in the amount of \$1,000.00 for the alleged negligence of the landlord to maintain the rental unit in a satisfactory condition.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit.

I will address each of the tenant's concerns that were listed in both the letters of complaint written to the landlord in September and on November 14, 2017 and the landlord's response to both.

Tenant's letter (undated) written in September as testified by the tenant and the landlord's response dated September 07, 2017.

#### **1. Condition of the rental unit upon move in**

The tenant states that the unit was "horribly dirty" when he moved in. The landlord's written response reminds the tenant that he had signed off on the move in inspection report indicating that he was satisfied with the condition of the unit.

A copy of the report was filed into evidence. The report cites some deficiencies with the cleaning of the rental unit. However the report also has the tenant's signature on it confirming that he was satisfied with the condition of the rental unit. The report supports the landlord's response and testimony during the hearing.

2. Size of garage

The tenant complained that the garage is too small for his vehicle. The landlord responded by reminding him that he was shown the garage prior to signing the tenancy agreement and he accepted it as is.

3. Watering of front yard

The tenant stated that the landlord did not take proper care of the front yard and it looked unruly. The landlord stated that a landscaping company is contracted to look after the yard and the matter has been addressed with them.

4. Access to water

The tenant complained that the source of water outside is unavailable for him to wash his vehicle because it is attached to a watering system for plants in the common area. The landlord responded by informing the tenant that the outside sources of water were for the sole benefit of the common areas and that a water source was not supplied to tenants for the purpose of washing their cars.

5. Overgrown grass

The tenant stated that the grass is overgrown and unsightly and used needles have been found concealed in the tall grass. The landlord stated that the matter will be addressed with the landscaping company that is contracted by the landlord.

6. Sound transfer between suites

The tenant stated that the sound proofing between suites is poor and as a result he has no privacy. The landlord reminded the tenant that he was informed of the poor sound proofing prior to entering into a tenancy agreement and was also informed that the landlord had plans to resolve the issue. The landlord testified during the hearing that the sound proofing work was completed shortly after the tenant moved out.

7. Mismatched laundry machines

The tenant stated that the dryer was much smaller in capacity than the washer and it took him three hours to dry a load of laundry. The landlord agreed that the dryer is smaller than the washer but stated that the machines were purchased to fit the space inside the rental unit.

Tenant's letter dated November 14, 2017 and landlord's response dated the same.

1. Lawn care

The tenant stated that the landlord has not taken care of the lawn and the grass is five feet tall close to the area where he parks his vehicle. The landlord replied saying the lawn was being taken care of by the contracted landscaper and that the five foot grass that the tenant was referring to belonged to the adjacent property and was not the responsibility of the landlord.

2. Renovations to the unit below without notice to the tenant

The tenant stated that a two week renovation was carried out in the unit below but he was never given any notification of the work. The landlord stated that in response to the tenant's complaint of sound transfer between rental units, the landlord had informed him that work would be carried out to minimize sound transfer. The work was done entirely in the suite below and did not impact the tenant in any way and therefore he was not notified about the work schedule.

3. Sharp siding

The tenant complained about a portion of the siding that was sharp and resulted in one of his visitors getting injured. The landlord stated that the sharp siding is located in an area that would not normally be touched by a person. She stated that it was in an area that was challenging to access but it was in the process of being taken care of.

4. Front door repairs

The tenant stated that the landlord sent an incompetent person to fix the weather strip on the door and it fell off a few days later. The tenant agreed that the door was functional. The landlord testified that the weather strip has since been fixed

5. Painting

The tenant complained about patch work in the unit. The landlord sent a painter to rectify the problem. The tenant agreed that a painter was sent but stated that the painter used the wrong colour.

6. Sound proofing

The tenant complained that the sound proofing done by the landlord was not adequate. The landlord stated that as of November 14, 2017 the work was not fully finished and would probably not be 100% sound proof upon completion. The landlord added during the hearing that the work was completed shortly after the tenant moved out.

7. Unanswered phone calls and requested repairs not done

The tenant stated that the landlord did not answer phone calls and that the list of problems he had provided to the landlord was not addressed. The landlord testified that every time the tenant brought in a complaint it was attended to immediately. The dates on the landlord's responses to the tenant's complaints indicate that the landlord responded to the tenant's complaints in a timely manner.

In this case, I find that the tenant was notified prior to entering into a tenancy agreement about the size of the garage and about the poor sound proofing between suites. Despite having knowledge about these items the tenant agreed to rent the unit. The tenant also signed off on the condition of the unit as satisfactory on the move in inspection report and therefore cannot expect to be compensated for any deficiencies.

The landlord responded to the tenant's request for paint and had a painter refinish the affected wall. However this was not done to the tenant's satisfaction which resulted in a complaint. The landlord also gave the tenant at least 24 hours written notice to enter the rental unit for the purpose of repairs.

The rental unit is located in a building which houses other suites and sound transfer is bound to happen. I accept the landlord's testimony that the tenant was informed prior to the start of the tenancy that sound transfer from other units would occur.

The tenant's testimony consisted of complaints of noise disturbances associated with normal every day activities for most part. The tenant was aware that there were other tenants in the building and therefore noise disturbances are not unexpected.

The landlord carried out renovations to rectify the problem and stated that this work was completed shortly after the tenant moved out.

Based on the evidence and testimony of both parties, I find that the landlord fulfilled her obligations by acting on the tenant's complaints in a timely manner and making the necessary arrangements to carry out repairs. I further find that the tenant has not proven that the landlord was negligent or that the landlord breached a material term of the tenancy agreement. Accordingly I find that the tenant has not proven his claim for compensation and therefore it is dismissed.

Since the tenant has not proven his case, he must bear the cost of filing his application.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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

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Residential Tenancy Branch