



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding QUADREAL RESIDENTIAL PROPERTIES LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to present evidence, make submissions, give affirmed testimony and call witnesses. The corporate landlord was represented by its agent (the "landlord"). The tenant represented himself with assistance.

As both parties were present service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution of August 30, 2018 and the evidentiary materials. The tenant confirmed receipt of the landlord's materials. Based on the testimonies I find that the respective materials were each served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to make repairs to the rental unit?
Is the tenant entitled to recover the filing fees for their application from the landlord?

Background and Evidence

The parties agreed on the following facts. This periodic tenancy began in May, 2017. The current monthly rent is \$1,512.00 payable on the first of each month. The rental unit is on the first floor of a multi-unit building with 207 suites.

The tenant's testimony consisted of complaints about two major issues he found with the rental unit; the temperature inside the rental unit and the condition of the floors. The tenant testified that the rental unit was kept at an unbearable heat and it was "like living in hell". The tenant said this was an ongoing issue and one that has been reported to the landlord on multiple occasions. The tenant said that a previous property management company provided him with an air conditioning unit for the suite but that was removed when the current company took over management of the rental building.

The tenant submits that the floors of the rental unit and the common hallways in the building are uneven making it difficult to traverse. The tenant submitted some videos of the floors in their evidence. The tenant's occupational therapist testified that because the tenant is mobility impaired slight irregularities cause greater challenges in the tenant's ability to move about. The tenant testified that because of the condition of the floors he tripped and suffered injuries. The tenant submitted into written evidence a photograph of his foot as evidence of the damages suffered.

The landlord testified that they have responded to the tenant's complaints and assessed the condition of the rental unit. They said that the temperature of the rental unit is not excessive and in any event each tenant has the ability to control the level of heat through a thermostat in the suite.

The landlord said that they have taken steps to tape down carpeting and are prepared to perform additional repairs but the tenant prevented them from access to the rental unit. The evidence was that the tenant was not satisfied with the scope of the proposed work to be done by the landlord and refused entry to the rental unit.

Analysis

Section 32 (1) of the Act states that:

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.

Residential Tenancy Act Regulations Schedule 8, in relevant part, states:

8 (1) Landlord's obligations:

- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

The onus is on the applicant to show, on a balance of probabilities, that repairs are required to comply with the health, safety and housing standards required at law.

In the present matter, I find that there is insufficient evidence that the repairs requested by the tenant are necessary to bring the rental unit into compliance with the law or that it is unsuitable for occupation without these repairs. I find that most of the tenant's evidence is subjective complaints and hyperbolic accusations about the landlord's conduct. The tenant purports to speak on behalf of other occupants and neighbors but I find little evidence the complaints originate with anyone but the tenant personally. The tenant focused their testimony on the issue of the temperature in the rental unit but provided little documentary evidence in support of their submissions.

As the tenant's witness commented, the irregularities in the floors of the rental unit are slight. While I accept the evidence that due to the tenant's mobility issues they pose a greater challenge to him I do not find there is sufficient evidence that the issues are so great that they cause the suite to not be suitable for occupation. The landlord is responsible for providing residential property in a reasonable state, I find that the issues the tenant submits are slight and surmountable such that the rental unit's condition is reasonable.

Furthermore, I accept the parties' evidence that the tenant refused the landlord access to the rental unit to conduct additional repairs. A tenant may not seek repairs and then

prevent repairs from being performed simply because they feel the nature of the proposed repairs is inadequate. In doing so I find that the tenant has compounded any issues that may have existed and are responsible for the continued state of the suite.

I find that there is insufficient evidence to support the tenant's application and accordingly, it is dismissed.

Conclusion

The tenant's application is wholly dismissed 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: October 15, 2018

Residential Tenancy Branch