



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PENTICTON & DISTRICT SOCIETY FOR COMMUNITY
LIVING and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

On January 23, 2019, the Tenant applied for a Dispute Resolution proceeding seeking a Repair Order pursuant to Section 32 of the *Residential Tenancy Act* (the “Act”).

The Tenant attended the hearing with D.D. appearing as her counsel. B.S., T.C., and B.A. all attended the hearing as agents for the Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that she served the Landlord with the Notice of Hearing package and evidence by hand on January 25, 2019 and the Landlord confirmed receipt of the Notice of Hearing package. However, the Landlord advised that they did not receive the Tenant’s evidence. In accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing package. With respect to the Tenant’s evidence, I am not satisfied that the Tenant served her evidence in accordance with the *Act*. As such, her evidence was excluded and not considered when rendering this decision. However, she was able to provide testimony with respect to this evidence during the hearing.

The Landlord advised that their evidence was served to the Tenant by hand on February 28, 2019 and the Tenant confirmed receiving this. As service of this evidence complies with Rule 3.15 of the Rules of Procedure, I have accepted the Landlord’s evidence and will consider it when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to a Repair Order?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed that the tenancy started on August 1, 2010, that the current rent was established at \$361.50 per month, that it was due on the first of each month, and that a \$150.00 security deposit was paid.

D.D. submitted that there are electrical problems in the rental unit that are unsafe. He stated that an electrical panel and stove required repairs, that there is a crack in the wall that is getting bigger, and that an electrical light switch panel is protruding out of the wall.

The Tenant advised that she has been experiencing electrical issues in the rental unit that have “shorted out” three appliances, coffee pots, a rice cooker, a microwave, a dehumidifier, and approximately seven cable boxes. Although, she did state that she has not replaced a cable box in a few years as the cable company has taken steps to monitor the electrical issue and will switch off the device when the voltage gets too high. She advised that every time an appliance would blow, she would throw it out and get a new or used one. When she informed the Landlord of these issues, she stated that the Landlord did not take any action.

She also advised that her old stove was not working so the Landlord provided her with a new one. However, a few months later, one burner stopped working and the oven only works intermittently. She stated that the Landlord repaired the burner issue, but the oven still does not function properly.

She stated that the Landlord sent in an electrician to investigate the electrical issues on February 14, 2019, that he tested specific sockets for power surges, that he stated some voltage readings were higher than normal, that she saw these elevated readings on the electrician’s equipment, and that she repeated these readings out loud. She advised that she did an internet search for voltage levels and discovered that the

readings she observed were high, and she speculates this accounted for the blown appliances.

The Tenant also mentioned that an electrical light switch faceplate is cracked, that it is protruding from the wall a half an inch, and that it appears as if this is due to water damage.

The Landlord advised that they brought in a qualified electrician in February 2019 to investigate the Tenant's claims of electrical issues. A report from the electrician indicated that the electrical system was functioning normally and that the new stove they provided was tested and determined to be heating to appropriate levels. The Landlord submitted as documentary evidence a copy of this report where the electrician "found no unusual voltage readings and deems the electrical system to be functioning properly." The Landlord stated that there are 123 other units in the building and that the Tenant is the only person complaining of these electrical issues. The Landlord submitted documentary evidence of the repair request history of the rental unit and their efforts to respond to these requests. As well, the Landlord submitted notices for entry and invoices for the work completed.

With respect to the electrical switch, the Landlord confirmed that this switch is protruding slightly but this is not a safety issue. Rather, this is a result of poor workmanship. As well, regarding the crack in the wall, the Landlord advised that similar cracks appear in 90% of the other units and this is not a safety issue either, but is again likely due to poor craftsmanship. He advised that these cracks are filled when a tenant moves out.

The Landlord advised that they address any repair issues when they are brought up and that they hired a professional electrician to investigate the electrical complaints.

It is the Tenant's belief that the readings she observed contradict the lower readings reported in the electrician's report, and that this is fraud. She also stated that the electrician only tested one socket in the rental unit.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 32 of the *Act* outlines the Landlord's and Tenant's obligations to repair and maintain the rental unit and states that "A landlord must provide and maintain residential 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, makes it suitable for occupation by a tenant."

While the Tenant brought forth multiple complaints about issues that needed repairing, I find it important to note that the burden of proof is on the applicant to prove their case. The consistent, documented evidence before me is that when the Tenant advised the Landlord of any repair issues, the Landlord took the necessary steps, within a timely manner, to address any issues. There is no documentary evidence from the Tenant supporting the claims that she is alleging. As such, I find that the Landlord's evidence is more persuasive and reliable, on a balance of probabilities. Consequently, I do not find that the Tenant has substantiated a claim that a Repair Order is necessary to be granted in this particular instance, nor do I find that there are any safety issues with respect to these claims. Ultimately, I dismiss the Tenant's claims in their entirety.

Conclusion

I dismiss the Tenant's Application 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: March 14, 2019

Residential Tenancy Branch