



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GORAND ENTERPRISES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FF

### Introduction

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

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover its filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package via XpressPost. The tenant stated that although documentary evidence was submitted to the Residential Tenancy Branch, no evidence was served upon the landlord. The tenant clarified that he had uploaded the documentary evidence to the Residential Tenancy Branch "assuming" that this was service to the landlord. The landlord also confirmed in her testimony that no documentary evidence was received. The landlord stated that no documentary evidence was served to the tenant. Although both parties have referenced documents submitted to the Residential Tenancy Branch that they are in possession of, both parties confirmed that no documentary evidence was served to the other party for the hearing as per the Residential Tenancy Branch, Rules of Procedure. Neither party raised any service issues. I accept the undisputed testimony of both parties and find that the landlord was sufficiently served as per section 90 of the Act. On the submitted documentary evidence of both parties, I find that neither party followed the Rules of Procedure regarding the submission of evidence. Both parties confirmed that documentary evidence was not served upon the other party. As such, I find that the documentary evidence submissions for both parties are excluded for lack of service. Both parties confirmed their understanding that the hearing shall proceed on their direct testimony only.

Preliminary Issue(s)

At the outset the tenant's application was clarified. The tenant seeks a monetary order for compensation of plumbing repairs and replacement of a broken blind from the landlord for:

\$936.08	Blind Replacement cost
\$189.00	Plumbing Repair, Faucet
\$336.03	Plumbing Repair, Sink

The landlord indicated her understanding and stated that she was prepared to proceed.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for the cost of repairs?

Is the tenant entitled to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on May 1, 2015 on a fixed term tenancy ending on April 30, 2016 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated April 22, 2015.

The tenant seeks a clarified monetary claim of \$1,461.11 which consists of:

\$936.08	Blind Replacement cost
\$189.00	Plumbing Repair, Faucet
\$336.03	Plumbing Repair, Sink

The tenant claims that the landlord was notified of a damaged blind which required replacement. The tenant stated that the landlord had authorized the replacement and reimbursement and has now refused to reimburse the tenant for this cost. The landlord disputed this claim stating that the landlord was not allowed to inspect the damaged blind herself or be given an opportunity to determine if the blind need to be repaired or

replaced. The landlord did confirm that she did authorize the tenant to replace the blind and that the tenant would be reimbursed.

The tenant claims that the landlord's agent (her son) was notified of the first plumbing issue (faucet), but not the second plumbing issue (sink). The tenant stated that the landlord did not authorize any repairs or reimbursement to the tenant for the plumbing issues. The landlord disputes this portion of the tenant's claims stating that the landlord was never notified of any plumbing issues and that as such no authorization was ever given to the tenant for reimbursement.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, both parties have confirmed that the tenant seeks recovery of costs for repairs for plumbing (faucet and sink) and the replacement of a blind for a total of \$1,461.11.

Subsection 32(1) of the *Act* requires a landlord to 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 the tenant.

Tenants need to request repairs in writing and keep a copy for themselves. If the landlord does not make the repairs, the tenant may apply for dispute resolution to request an order for repairs to be made, for money to cover the inconvenience or both. However, a tenant cannot make repairs themselves and charge the landlord for the cost unless they have the landlord's written agreement.

The landlord has not disputed that repairs were required, only that the landlord was never properly notified of any required repair/replacement for the blind and plumbing.

In this case, the tenant has claimed that the landlord was notified and had authorized the replacement of the blind and had promised to reimburse the tenant. The landlord provided testimony that confirmed she did authorize the tenant to replace the blind and that he would be reimbursed. The landlord only disputed that she was not allowed an opportunity to inspect the damaged blind. As such, I find that the tenant has established a claim for reimbursement of \$936.08 for blind replacement.

The tenant has provided testimony that the landlord's agent was notified of only one of the plumbing issues (faucet). The landlord disputed that no such notice was ever received. The tenant argued that the landlord's son who was the agent at the time was not accessible and never replied to communications. The tenant confirmed that at no time was the landlord notified of the repair work or that the landlord had authorized the reimbursement of those plumbing repairs. The landlord confirmed that at no time was the landlord notified of any repair issues, nor did the landlord agree to reimburse the tenant for these repair costs.

I find on a balance of probabilities based upon the conflicting testimony of both parties that the tenant has not established a claim for plumbing repairs of \$189.00 and \$336.03. The tenant provided undisputed testimony that at no time was the landlord notified of the tenant's intent to have the plumbing repaired nor did the landlord agree to reimburse the tenant for these costs. This portion of the tenant's claim is dismissed.

The tenant has established a total claim for \$936.08. The tenant is entitled to recovery of the \$100.00 filing fee.

### Conclusion

The tenant is granted a monetary order for \$1,036.08.

This order must be served upon the landlord. Should the landlord fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: April 26, 2019