



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, PSF, RR

Introduction

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

- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The landlord, the landlord's agent, the tenant, the tenant's advocate, and the tenant's family support worker attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that his agent had permission to speak on his behalf. The tenant confirmed that her advocate and family support worker had permission to speak on her behalf. This hearing lasted approximately 51 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

Issues

Is the tenant entitled to an order requiring the landlord to complete repairs to the rental unit?

Is the tenant entitled to an order requiring the landlord to provide services or facilities required by law?

Is the tenant entitled to an order to allow her to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

Both parties agreed to the following facts. This month-to-month tenancy began on October 1, 2017. Monthly rent in the amount of \$1,250.00 is payable on the first day of each month. A written tenancy agreement was signed by both parties and a copy was provided for this hearing. The tenant continues to reside in the rental unit.

The tenant requests that landlord provide five window coverings inside the rental unit. The landlord refused to provide this, stating that he provided blinds for all of the windows when the tenant moved in, the tenant wrecked the blinds, and it is not the landlord's responsibility to replace these blinds.

The tenant requests that the landlord build a shower and sink and finish the walls in the basement bathroom in the rental unit. The landlord refused to do so, stating that the tenant rented the unit "as is," this work was not done when the tenant moved in, and he never agreed to do the work.

The tenant requests that the landlord fix 12 electrical outlets, fix the two basement windows and put window coverings, as well as finish the basement floor. The landlord agreed to fix the two basement windows and fix the 12 electrical outlets in the rental unit, all on February 22, 2020. The landlord agreed to finish the basement floor and put curtain rods for the two basement windows, on February 24, 25, and 26, 2020. The tenant agreed to provide access to the landlord on the above dates, without any written notice from the landlord, and confirmed that the landlord could use his own key to enter her rental unit and perform the above work, even if the tenant is not present.

The tenant seeks a past rent reduction of \$150.00 per month for 29 months, for a total of \$4,350.00. The tenant claimed that she does not have full use of her basement because the landlord never built a shower or sink in the bathroom, and she can only use the toilet. She claimed that the landlord agreed to do this work when she moved in, and she agreed to pay \$1,250.00 instead of \$1,100.00 in rent per month, based on this agreement.

The landlord disputes the tenant's monetary claim, stating that the rent of \$1,250.00 is in the parties' original written tenancy agreement. He maintained that the tenant agreed to rent the unit "as is" and he never agreed to finish the basement, build a shower or sink, or finish the walls. He stated that he did not agree that the tenant would pay rent of \$1,250.00 only upon completing the basement or that the rent should have been lower at \$1,100.00 per month. He claimed that the rent was supposed to be \$1,300.00 per month but he reduced it to \$1,250.00 to help the tenant. He said that the tenant only raised repair issues in the summer of 2019 when his brother passed away.

Analysis

Repairs and Services/Facilities

I dismiss the tenant's application to have the landlord provide five window coverings, finish the walls in the basement bathroom, and build a shower and sink in the basement bathroom. I find that the tenant failed to provide sufficient written documentation indicating the landlord's agreement to complete the above work. The landlord disputed that he agreed to complete the above work.

I find that the tenant knew or ought to have known the condition of the rental unit, including the basement, at the time she signed the written tenancy agreement and before she moved in. I find that the tenant accepted the condition of the rental unit when she began living there and paying rent of \$1,250.00 throughout her entire tenancy, since October 1, 2017, more than two years before she filed this application on December 12, 2019.

I find that the above work is not required in order for the landlord to comply with section 32 of the *Act*. I find that the tenant failed to show that the rental unit does not comply with health, safety or housing standards, making it unsuitable for occupation by the tenant. The tenant is still able to use the basement bathroom toilet. The tenant does not require an extra sink or shower inside the unit, as she has another sink and shower to use that is not located in the basement. The wall in the bathroom basement is functional, it simply has studs that are exposed and is not painted and finished, as per both parties' testimony. I find that rather than repairs, these are improvements and renovations that the tenant is requesting.

As per Residential Tenancy Policy Guideline 1, the landlord is not required to provide window coverings for the tenant, it is the tenant's responsibility. Further, any damage or misuse by the tenant, to window coverings provided by the landlord, is the responsibility

of the tenant. The tenant agreed that the landlord provided most window coverings, while the landlord alleged that the tenant destroyed them.

I order the landlord to fix the two basement windows and fix the 12 electrical outlets in the rental unit, all on February 22, 2020.

I order the landlord to finish the basement floor and put curtain rods for the two windows in the rental unit, on February 24, 25, and 26, 2020.

I order the tenant to provide access to the landlord on February 22, 24, 25, and 26, 2020, to perform the above repairs, without any written notice from the landlord. I order the landlord to use his own key to enter the rental unit, if the tenant is not present, on the above dates.

Both parties agreed to the above repairs during the hearing.

Monetary Claim

Pursuant to section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the tenant must satisfy the following four elements on a balance of probabilities:

- 1) Proof that the damage or loss exists;
- 2) Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the *Act*, *Regulation* or tenancy agreement;
- 3) Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- 4) Proof that the tenant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

On a balance of probabilities and for the reasons stated below, I dismiss the tenant's monetary application of \$4,350.00 without leave to reapply.

I find that both parties agreed that the monthly rent for this rental unit is \$1,250.00 per month. The parties' original written tenancy agreement states this amount. The agreement is signed by both parties, prior to the tenant moving into the rental unit. The tenant was aware that the basement was unfinished when she signed the tenancy agreement, when she moved in, and when she agreed to rent the unit in this condition.

The written tenancy agreement does not indicate that the rent would be lowered until improvements were made to the basement.

I find that the tenant failed to provide sufficient written documentation that both parties agreed to a lower rent amount of \$1,100.00 until the landlord made improvements to the basement justifying the \$1,250.00 in rent. The landlord disputed any such agreement and it is the tenant's burden of proof.

I find that the above work is not required in order for the landlord to comply with section 32 of the *Act*. I find that the tenant failed to show that the rental unit does not comply with health, safety or housing standards, making it unsuitable for occupation by the tenant. I find that rather than repairs, these are improvements and renovations that the tenant is requesting.

Conclusion

I order the landlord to fix the two basement windows and fix the 12 electrical outlets in the rental unit, all on February 22, 2020.

I order the landlord to finish the basement floor and put curtain rods for the two windows in the rental unit, on February 24, 25, and 26, 2020.

I order the tenant to provide access to the landlord on February 22, 24, 25, and 26, 2020, to perform the above repairs, without any written notice from the landlord. I order the landlord to use his own key to enter the rental unit, if the tenant is not present, on the above dates.

The remainder of the tenant's application is 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: February 20, 2020

Residential Tenancy Branch