



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nechako River Ranch Ltd
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing dealt with an application by the tenant, pursuant to sections 67, 62, 32, 65 and 72 of the *Residential Tenancy Act*. The tenant applied for a monetary order for loss under the *Act*, for an order directing the landlord to comply with the *Act*, to carry out repairs and to reduce rent. The tenant also applied for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenants represented themselves. The corporate landlord was represented by their agents. As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

These parties have attended hearings on October 07, October 08, 2019 and March 10, 2020. These hearings were convened to address the tenant's applications. The file numbers are provided on the first page of this decision. I informed the tenant that any matters that were dealt with in the prior hearings would not be heard during this hearing. Both parties provided extensive documentary evidence. I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to a rent reduction, compensation and the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started on March 17, 2012. The monthly rent was \$1308.13 and is due on the first of each month.

In a decision dated October 07, 2019, the Arbitrator awarded the tenant with a \$41.00 rent reduction effective November 01, 2019, to cover the cost of potable water. Accordingly, the current rent is \$1,267.13.

The tenant testified on May 17, 2020; he informed the landlord by email that a handrail was broken. The landlord denied having received that email and stated that he was not informed of the broken handrail. The parties mostly communicated by text message, but the tenant maintained that he sent the landlord a message regarding the broken handrail by email, and the landlord did not respond.

The tenant stated that on June 19, 2020, he fixed the handrail himself. He purchased a bracket for \$14.99 and is claiming the cost of his labour to install it, in the amount of \$200.00 for a total of \$214.99. The tenant filed a copy of the invoice for the purchase of the bracket. The tenant agreed that he did not seek the landlord's approval for the cost of his labor, to replace the bracket on the handrail.

The tenant stated that the landlord does not change the water filter on a regular basis. He stated that the recommendation is to change the filter every 3 - 4 months. The landlord stated that the label on the filter states a change is required 2-3 times a year or as required. The tenant stated the filter was changed in November 2019 and then again in August 2020. This resulted in his clothes getting stained in the laundry machine. The tenant filed photographs of stained clothing. The tenant was not sure of the date when the photographs were taken but estimated that they were taken in June and July 2020. The tenant is claiming \$275.00 to replace the clothing. The landlord stated that he uses the same water for washing his clothes and they are not stained.

The tenant stated that since January 2019, the boiler system was not functioning and the landlord had it fixed, a year later in January 2020. The tenant is claiming \$2,400.00 for a lack of heating during winter.

The landlord responded by describing the heating system in the rental unit. He stated that the house has three heat sources and provided a diagram of the location of each of the heat sources and the areas they covered. The rental unit is a 3-level split.

1. Water heated registers in the living room, dining room, basement and entry way.
2. Electric in wall heaters in dining room as main floor back up
3. Electric base board heating upstairs in the bedrooms and bathroom
4. Installed at the time of renovation, 4 electric in floor heaters in the kitchen and two entry ways on the main floor.

The landlord provided temperature readings taken inside the rental unit on January 11, 2020 which indicate temperatures in various parts of the home range between 19 to 21 degrees centigrade.

The tenant applied for compensation in the amount of \$1,267 for loss of quiet enjoyment. During the hearing he withdrew this claim as it was already heard at a previous hearing.

The tenant is also claiming \$261.00 for a soffit that is open and which allows birds to enter and nest.

The tenant is claiming the following:

1.	Fix handrail	\$214.99
2.	Replace stained clothes	\$275.00
3.	Compensation for four months without heat	\$2,400.00
4.	Compensation for broken soffit	\$261.00
5.	Filing fee	\$100.00
	Total	\$3,250.99

Analysis

1. Fix handrail

The tenant stated that he informed the landlord by email about the broken handrail and the landlord did not respond. The landlord denied having received the email. The tenant provided proof of purchase and stated that he installed the bracket without informing the landlord that he would be charging the landlord \$200.00 for his labor.

The tenant agreed that he did not seek authorization from the landlord for the cost of his labor and therefore his claim for \$200.00 for labor is dismissed. Since the tenant provided proof of purchase of the bracket, I grant him \$14.99 for the cost of the bracket.

2. Replace stained clothes - \$275.00

Based on the testimony of both parties, I accept the landlord's testimony that he uses the same water to launder his clothing without any problems of staining. The tenant has filed undated photographs that show stains that appear to be more like grease than water stains. Having reviewed the evidence, I find that the tenant has not filed sufficient evidence to prove his monetary claim and therefore I dismiss his claim.

3. Compensation for four months without heat - \$2,400.00

Based on the documents filed into evidence, I find that the landlord has proven that there are multiple sources of heat in the rental unit and that the temperatures range between 19 to 21 degrees. I find that this is a comfortable range for a residential unit.

I further find that the tenant has filed three applications for dispute resolution from October 2019 to March 2020 but has not made application for compensation for the lack of adequate heating, even though the alleged lack of heating existed from January 2019 to January 2020. Based on the above, I find that the rental unit is adequately heated and therefore the tenant's claim is dismissed.

4. Compensation for a broken soffit - \$261.00

The tenant is claiming 5% of his monthly rent as compensation. The tenant has used the higher rent in his calculation which he is no longer paying since November 2019. I hereby order the landlord to repair the soffit by October 31, 2020. The tenant may apply for compensation if the landlord is not compliant with this order.

5. Filing fee - \$100.00

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

Conclusion

Overall, the tenant has established a claim of \$14.99. The tenant may make a one-time deduction of **\$14.99** from a future rent. The remainder of the tenant's application is dismissed.

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 01, 2020

Residential Tenancy Branch