



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDCT, LRE, MNRT, RR, LAT

Introduction

On September 13, 2020 the tenant applied for dispute resolution requesting orders for the following:

- cancellation of the 10-Day Notice To End Tenancy Issued for Unpaid Rent or Utilities (the “10-Day Notice”);
- compensation for monetary loss or other money owed;
- suspending or setting conditions on the landlord’s right to enter the rental unit or site;
- compensation for the cost of emergency repairs they made;
- a reduction in rent for repairs, services or facilities agreed upon but not provided;
- authorization to change the locks to the rental unit.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on November 6, 2020. An agent for the landlord (the “landlord”) attended the telephone conference call hearing as well as the applicant tenant.

The landlord confirmed they did not submit documentary evidence prior to the hearing. The tenant confirmed they sent notice of this hearing and a copy of the tenancy agreement to the landlord via registered in advance of the hearing. The landlord confirmed receipt of this mail.

The tenant provided photos depicting work completed or needed in the unit in advance of the hearing. The landlord stated they did not receive these photos despite the tenant’s statement they printed these and sent via registered mail.

Preliminary Matters

The tenant's photos show: mold water damage (6); other rot and mould (1); carpet pet stains (1); burst shower pipe and plumbing fixed (2); painting (1); new bathroom vanity (1); new vinyl flooring (2); kitchen faucet and window leak/damage (1); broken floor tile (1); bathroom mould and leak from window (2).

At the start of the hearing I stated I would monitor whether the landlord not having copies of the photos provided by the tenant would prejudice them in the hearing. I provided that where necessary in the hearing, the tenant would need to describe necessary elements of the photos provided and, if necessary, would have to ensure proper disclosure. The landlord agreed to this and the hearing proceeded on this basis. By the end of the hearing, there was no specific reference to the photos and the hearing concluded with a full hearing of the issues involved.

The landlord issued the 10-Day Notice to the tenant for unpaid rent in September 2020. The tenant subsequently made full rent payment and continued to do so up to the date of this hearing. In the hearing, the landlord acknowledged the 10-Day Notice is "cancelled" with its core issue having been resolved. For this reason, I dismiss the tenant's application to cancel this notice. The tenant does not have leave to re-apply on this issue.

Regarding the landlord's right to enter the property and the tenant's application to change the locks to the unit, the parties spoke directly to this issue in the hearing. The tenant detailed how they "don't have an issue" with the landlord visiting; however, this often entails the landlord attending with other people. The tenant described videotaping of the premises from the end of the driveway.

In the hearing, the landlord committed to relaying clear communication to the tenant on their visits to the unit. The tenant agreed this would feel more comfortable with particular notice. On this basis, I dismiss these portions of the tenant's application, without leave to reapply. I am satisfied the landlord committed to communicating specifics on future visits.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for damage or compensation pursuant to section 67 of the *Act*?

Is the tenant entitled to compensation for the costs of emergency repairs they made during the tenancy, pursuant to section 33 of the *Act*?

Is the tenant entitled to a reduction in rent for repairs, services or facilities agreed upon, but not provided, pursuant to section 65 of the *Act*?

Background and Evidence

Although they did not provide a copy of the tenancy agreement to the Residential Tenancy Branch prior to the hearing, the tenant gave details on the agreement. The landlord confirmed these details in the hearing. The tenancy started on August 1, 2020, with the rent amount at \$2,500.00 per month. The tenant paid a security deposit and pet damage deposit of \$1,250.00 each.

The tenant presents that at the start of the hearing they agreed to do obvious things like routine maintenance. Soon this involved picking up a replacement stove from the landlord in a different city, involving a substantial drive to do so.

The tenant continued to make various repairs to the unit. Significantly this involved replacement flooring, and they made repairs to plumbing on an urgent basis. As work progressed, they noticed other repair items that they felt were important and proceeded.

They stated in the hearing that they tried to check with the landlord on significant work. The landlord would typically respond “okay” to usual work. The tenant’s viewpoint was that the landlord was not in a position to spend a lot of money, and the tenant would try to assist them with repair and upkeep of the rental unit.

Eventually, this involved significant costs to the tenant, for which they needed to withdraw from their savings. On their Application, they gave the amount of \$4,000. In reality this is their request to the landlord for “25 per cent of the materials used for repairs and no labor.” The tenant is only requesting costs of materials, and not making a claim for the work involved: “It’s materials, not maintenance.”

The landlord presented the addendum to the tenancy agreement. The tenant recalled signing this as part of the tenancy agreement. A copy of this does not appear in the evidence; however, the landlord provided the details and read the addendum in the hearing. The relevant terms are: the tenant agrees to general maintenance; the tenant is responsible for painting and flooring; and the landlord should provide appliances.

The landlord queried the tenant on details of the amount in the hearing. The tenant provided that flooring cost \$53 per box, and they used 88 boxes. The tenant clarified to say that the amount they provided on the Application is approximately one-quarter of what they used from their life savings.

The landlord reiterated that there are no receipts to prove the amounts that the tenant had spent. They understood that the tenant was open to re-apply for compensation with receipts.

Analysis

I find the tenant did not provide full particulars of their claim for compensation. This is required by section 59(2)(b) of the *Act*. Pursuant to section 59(5)(c), I am dismissing this application. While the tenant described the work undertaken, the urgency thereof, and their communication with the landlord in detail, there is no evidence to quantify their claim in terms of the amounts they paid.

Additionally, I find awarding an amount for the tenant's monetary claim at this hearing is prejudicial to the tenant. The absence of particulars that set out how the landlord arrived at the claimed amount of \$4,000, as input on their application, was not provided. It is difficult, if not impossible, for the landlord to adequately prepare a response to the claim. The monetary claim is not broken down into discrete points; therefore, I am unable to grant monetary compensation for the amounts of each item, and what items are being claimed.

I grant the tenant leave to re-apply for monetary compensation and/or a reduction in rent. Here, they have not provided sufficient detail in order to prove their eligibility for compensation. They did not provide a full breakdown of particulars, with evidence to verify the amounts.

Conclusion

For the reasons above, I dismiss the tenant's application; however, they have 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: November 6, 2020

Residential Tenancy Branch