



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFT, MNDCT, RR, RP, LAT, OLC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on April 05, 2021 (the “Application”). The Tenant applied as follows:

- For an order that the Landlords make repairs to the unit or property
- For compensation for monetary loss or other money owed
- To reduce rent for repairs, services or facilities agreed upon but not provided
- For authorization to change the locks to the rental unit
- For an order that the Landlords comply with the Act, regulation and/or the tenancy agreement
- For reimbursement for the filing fee

The Tenant appeared at the hearing. The Landlords appeared at the hearing with I.B. who acted as the Landlords’ agent (the “Agent”). I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The Tenant and Agent provided affirmed testimony.

The Agent provided the correct rental unit address which is noted on the front page of this decision.

Pursuant to rule 2.3 of the Rules, claims made in an Application for Dispute Resolution must be related to each other and arbitrators can use their discretion to dismiss unrelated claims with or without leave to reapply. I explained rule 2.3 of the Rules to the Tenant at the outset. I heard the parties on the request for repairs and request for a rent reduction which took the one-hour hearing time. At the end of the hearing, I explained to the Tenant that we could conclude the hearing and I would issue a decision about the request for repairs and request for a rent reduction and dismiss the remaining

requests or the hearing would have to be adjourned to be completed on another date. After a discussion about this, the Tenant agreed to concluding the hearing and receiving a decision on the request for repairs and request for a rent reduction. Therefore, I have made a decision about the request for repairs and request for a rent reduction as well as the request to recover the filing fee. The remaining issues are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the “Act”).

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all oral testimony of the parties and the documentary evidence submitted. I have only referred to the evidence I find relevant in this decision.

#### Issues to be Decided

1. Is the Tenant entitled to an order that the Landlords make repairs to the unit or property?
2. Is the Tenant entitled to a rent reduction for repairs, services or facilities agreed upon but not provided?
3. Is the Tenant entitled to reimbursement for the filing fee?

#### Background and Evidence

A written tenancy agreement was submitted, and the parties agreed it is accurate. The tenancy started March 01, 2020 and is a month-to-month tenancy. Rent is \$1,200.00 per month due on the first day of each month.

#### **REPAIRS**

The Tenant sought the following repairs:

- Repairs to get rid of the smell in the bathroom
- Repairs to the stove
- Repairs to address cold air coming in through the doors
- Repairs to the fridge and freezer door

***Repairs to get rid of the smell in the bathroom***

The Tenant testified as follows. There is a really bad smell coming from the bathroom of the rental unit. The Tenant cannot tell whether the smell is coming from the toilet or the walls. A plumber attended and said he could not find an issue with the toilet; however, he did not have a camera to check the toilet. The photo in evidence shows that Drano used in the sink and tub comes out in the toilet.

The Agent testified as follows. The Tenant told the Landlords about the smell issue June 01, 2020. The Tenant called the City. Someone from the City attended and did not say there was a problem. A certified plumber attended the rental unit June 06, 2020 and September 18, 2020 about the smell issue. The plumber said there was no smell and no problem.

***Repairs to the stove***

The Tenant testified as follows. The second large burner on the stove stops working intermittently. Something inside the stove is falling apart. The Landlords fix the burner but then it stops working again. The Tenant wants the drip trays replaced as they are burnt and black.

The Agent testified that the Landlords have looked at the second large burner on the stove and there is no issue with the burner.

***Repairs to address cold air coming in through the doors***

The Tenant testified as follows. Cold air comes through the entrance door and laundry room. The doors need new weather stripping. The photo in evidence shows the temperature as 60 degrees in front of the bathroom.

The Agent testified as follows. The Tenant never said cold air was coming through the laundry room. The Agent does not understand how cold air could be coming through the laundry room because the vents have a valve to stop this and there is a door to the laundry room. There is a small gap in the Landlords' door as well and there is no heat loss from this. It is typical that the temperature around the front door would be low. The house has furnace heat which heats the entire house at the same temperature.

### ***Repairs to the fridge and freezer door***

The Tenant testified that there are no handles on the fridge or freezer doors and that this was the case when the Tenant moved in.

The Agent testified that the Tenant never told the Landlords about the handles missing and the Landlords would have repaired these if they had known.

### ***REDUCE RENT FOR REPAIRS***

The Tenant sought a monthly rent reduction of \$200.00 until the requested repairs are completed.

I asked the Tenant if they had ever requested repairs in writing. The Tenant said they are sure they did once.

In addition to the above repair issues, the Tenant noted in the Application that the paint job is not done properly, a closet door does not close properly and some of the fence is missing. At the hearing, the Tenant advised that the fence issue has been addressed.

The Agent testified that the Tenant has never mentioned some of the issues raised to the Landlords such as issues with the fridge door, closet door or paint job. The Agent reiterated that there is no smell coming from the bathroom and the large burner is working.

### ***Evidence***

The Tenant submitted the following relevant documentary evidence:

- Photos of the paint job
- Photo of the stove. The photo does not show that the stove or burners are broken.
- Photo of the freezer with no handle
- Photo of the fridge with the handle taped on
- Photo of the closet door showing it is not completely closed
- Photo showing temperature at around 15 degrees
- Photo showing a crack between the front door and frame
- Photo of the toilet. The photo does not show that there is an issue with the toilet.
- Text messages from the Tenant to the Landlords about the smell from the bathroom and the large burner not working

- Text messages from the Tenant to the Landlords about the temperature in the rental unit
- Text message from the Tenant to the Landlords about replacing the weather stripping around the door

The Landlords submitted the following relevant documentary evidence:

- Written statements which include the following submissions. The Tenant said they were satisfied with the paint job at the start of the tenancy. This is the first time the Landlords are hearing that there is an issue with the paint job. The Tenant inspected the unit upon moving in and did not raise an issue about the fridge or freezer door handles, paint job or closet door not closing properly. There is nothing wrong with the front door and cold air cannot get into the unit.
- A signed letter from the plumber confirming they attended the rental unit twice, there was no smell and there was no issue with the plumbing

### Analysis

Pursuant to rule 6.6 of the Rules, it is the Tenant as applicant who has the onus to prove the claim. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

When one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

### **REPAIRS**

Section 32 of the *Act* states:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

***Repairs to get rid of the smell in the bathroom***

The parties disagree about whether there is a smell coming from the bathroom or an issue with the plumbing in the bathroom. Therefore, I have considered the documentary evidence before me to support each position.

The Landlords submitted a signed statement from a certified plumber stating they attended the rental unit twice, there was no smell and there were no issues with the plumbing.

The Tenant has not submitted sufficient documentary evidence to support the position that there is a smell coming from the bathroom or a problem with the plumbing. The photo of the toilet does not support that there is a smell or a problem. The text messages authored by the Tenant are not sufficient to prove there is a smell or a problem when the Landlords have had a plumber attend to confirm there is no smell or problem.

In the circumstances, I am not satisfied there is a smell or problem and therefore decline to order the Landlords to make repairs in relation to this issue. This request is dismissed without leave to re-apply.

***Repairs to the stove***

The parties disagree about whether the second large burner on the stove works. Therefore, I have considered the documentary evidence before me to support each position.

The Tenant submitted a photo of the stove and text messages authored by the Tenant stating the burner is not working. The photo does not show that the burner is not working. I am not satisfied that the Tenant's own text messages stating the burner is not working are sufficient to prove the burner is not working when the Landlords take the position that they have looked at the burner and it is working.

In the circumstances, I am not satisfied the burner is not working and decline to order the Landlords to repair the burner.

In relation to the drip trays, the photo shows that one of the trays is dirty. I am not satisfied based on the evidence provided that the tray could not simply be cleaned. Further, I am not satisfied based on the evidence provided that the condition of the tray has any affect on the use of the stove. Therefore, I decline to order the Landlords to replace the tray.

These requests are dismissed without leave to re-apply.

***Repairs to address cold air coming in through the doors***

The Tenant testified that cold air is coming through the entrance door and laundry room. The Landlords deny that this is an issue. Therefore, I have considered the documentary evidence before me to support each position.

The Tenant has submitted a photo of the temperature in the rental unit being around 15 degeed and a photo showing a crack between the front door and frame. The Tenant has also submitted text messages about the temperature in the rental unit and about replacing the weather stripping around the door.

I am satisfied based on the photo of a crack between the front door and frame that weather stripping should be added or replaced so there is no crack between the front door and frame where cold air could enter the rental unit. Therefore, pursuant to section 62(3) of the *Act*, **I order the Landlords to install weather stripping, or replace the existing weather stripping, around the front door of the rental unit so**

**there is no crack between the front door and frame. The Landlords are ordered to do this within one month of the date of this decision.**

I am not satisfied based on the evidence provided that any further repair order is necessary in relation to cold air coming into the rental unit as the documentary evidence does not support this.

***Repairs to the fridge and freezer door***

I am satisfied based on the photos submitted by the Tenant that the freezer door handle is missing, and the fridge door handle is taped on. The Agent testified that the Tenant never told the Landlords about the handles missing and that the Landlords would have repaired these if they had known. The Landlords now know about the handles missing and therefore should repair them. I note that I did not understand the Landlords to take the position that the Tenant caused this damage to the freezer or fridge.

**Pursuant to section 62(3) of the Act, the Landlords are ordered to install and repair the freezer and fridge door handles so that the freezer and fridge have door handles. The door handles are to be properly installed so that they are affixed to the freezer and fridge doors in the same manner they were originally when they were new and undamaged. The Landlords are ordered to repair both handles within two months of the date of this decision.**

***REDUCE RENT FOR REPAIRS***

Section 65 of the Act states:

65 (1) Without limiting the general authority in section 62 (3) [director's authority respecting dispute resolution proceedings], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders...

(f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement...

I am not satisfied based on the evidence provided that the Tenant is entitled to a rent reduction until the above ordered repairs are completed.



The only repairs that I am satisfied are required are to the weather stripping around the front door and the handles on the freezer and fridge.

I am not satisfied based on the evidence provided that the Tenant previously asked the Landlords in writing to repair the freezer and fridge door handles. Although I find it appropriate to order the Landlords to repair the handles given the Agent's position, I do not find it appropriate to reduce rent in relation to these repairs given the Tenant had not previously asked for these repairs to be done.

Further, I find both the weather stripping issue and freezer and fridge door handles issue to be very minor issues. I am not satisfied that either issue has reduced the value of the tenancy.

I note that the Tenant also raised issues about the paint job and a closet door that does not close properly. Based on the evidence submitted, I am not satisfied that either of these issues are repair issues. Further, based on the photos submitted by the Tenant, I find these to be very minor issues. I am not satisfied that either issue has reduced the value of the tenancy.

In the circumstances, I am not satisfied the Tenant is entitled to a rent reduction. This request is dismissed without leave to re-apply. However, if the Landlords fail to comply with the repair orders outlined above, the Tenant can re-apply for a rent reduction in relation to these two repair issues.

### ***FILING FEE***

Given the Tenant was partially successful, I award the Tenant reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*. The Tenant can deduct \$100.00 from one future rent payment pursuant to section 72(2) of the *Act*.

### **Conclusion**

I have made the following orders:

- 1. I order the Landlords to install weather stripping, or replace the existing weather stripping, around the front door of the rental unit so there is no crack between the front door and frame. The Landlords are ordered to do this within one month of the date of this decision.**

- 2. The Landlords are ordered to install and repair the freezer and fridge door handles so that the freezer and fridge have door handles. The door handles are to be properly installed so that they are affixed to the freezer and fridge doors in the same manner they were originally when they were new and undamaged. The Landlords are ordered to repair both handles within two months of the date of this decision.**

The Tenant is awarded reimbursement for the \$100.00 filing fee. The Tenant can deduct \$100.00 from one future rent payment.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: May 19, 2021

---

Residential Tenancy Branch