



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, RR, RP, PSF, OLC, FFT**

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was represented by their family member.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Residential Tenancy Policy Rule of Procedure 3.7 provides that evidence submitted by a party must be organized, clear and legible. The tenant has provided a large volume of evidentiary materials in a haphazard and poorly organized manner. The tenant filed many individual files in a variety of formats instead of a single pdf file with numbered pages. The file names are inconsistent, multiple duplicates of the same files have been submitted and where the files are numbered, have been uploaded non-sequentially in no discernable order so that locating individual pieces of evidence is difficult and time consuming. While I have not excluded any of the documentary evidence of either party, I find that the poor presentation detrimentally affects the strength of submissions and the parties are advised to submit all evidence in a single numbered pdf file containing only relevant materials.

Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?

Is the tenant entitled to a reduction of rent as claimed?

Should the landlord be ordered to make repairs, provide services or facilities or comply with the Act, regulations or tenancy agreement?

Is the tenant entitled to recover their filing fee from the landlord?

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 arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties agree on the following facts. This periodic tenancy began in September 2020. The monthly rent is \$1,500.00 payable on the first of each month. Pursuant to the signed tenancy agreement utilities such as heat, electricity and natural gas are not included in the monthly rent. The parties prepared a move-in condition inspection report on September 1, 2020, providing copious notes on the condition of the suite. A copy of the report was submitted into evidence.

The tenant submits that the rental unit has major deficiencies that have not been adequately repaired despite requests being made of the landlord. Among the issues cited by the tenant include a lack of heating in the laundry room, various areas of scratches, chipped paint or visible markings on the walls, and a need for professional carpet cleaning. The tenant also submits that they believe there may be mold within the walls of the rental unit which pose a health risk and that the irrigation system for the property poses a risk of water ingress into their rental unit. The tenant complains that

the monthly utility expenses are higher than what they were led to believe before entering into the tenancy agreement. The tenant submitted in support of their application multiple photographs and video recording of the rental unit and several typewritten pages of submissions.

The tenant characterizes their treatment by the landlord as “inexcusable” and seeks aggravated damages for what they have endured.

The landlord submits that any requests for repairs or maintenance have been responded to in a timely and reasonable manner. The landlord submits that many of the requests made by the tenant, such as heating the laundry room, or investigating the possible presence of mold to be unreasonable and baseless.

Analysis

Pursuant to Residential Tenancy Rule of Procedure 6.6 the onus is on the applicant to establish their claim on a balance of probabilities.

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.

The tenant submits that the landlord has breached various portions of the *Act* by failing to provide a rental unit in a state of appropriate decoration and repair in accordance with section 32(1), that they have not provided the tenant quiet enjoyment pursuant to section 28, and that the landlord has terminated or restricted services in breach of section 27.

Based on the totality of the evidence, I find insufficient evidence in support of any portion of the tenant’s claim for relief. I find the tenant’s submissions to be hyperbolic, not supported in their documentary evidence and to have little air of reality or proportionality.

I find that the photographs of the rental unit submitted by the tenant to show the expected wear for a property of this nature and age. Furthermore, the move-in condition inspection report notes the various scratches and markings that were found at the start of the tenancy. I find much of the requests made by the tenant to be unreasonable such as requiring heating for a laundry room or to have no basis under the *Act* such as the tenant's demand for a reduction in rent due to their financial circumstances.

I find the tenant's characterization of the landlord's conduct as intimidation, harassment and threats to not be supported in the documentary materials and is an unreasonable interpretation of the communication between the parties. I find the tenant's submissions regarding their ongoing relationship with the landlord, attempting to characterize themselves as hapless victims to a capricious and unprofessional landlord's campaign of ongoing harassment to not be supported in the materials and be so hyperbolic as to lose any credibility.

I find the tenant's submissions primarily consist of subjective complaints, assertions with limited documentary support and claims that do not reflect reason or proportionality. I do not find the selected correspondence between the parties to reasonably be interpreted as harassment. Similarly, I find little evidence in support of the tenant's various complaints about their right to quiet enjoyment being affected. A breach means a substantial interference with the ordinary and lawful enjoyment of the premises. While I accept that the tenant feels unhappy, I do not find that there has been any action on the part of the landlord or their agents that could reasonably be characterized as a breach such that it may for the basis for a claim.

I find that the tenant has not met their evidentiary onus on a balance of probabilities to establish that there has been any breach on the part of the landlord that it gives rise to a claim for a monetary award, an order of compliance or reduction of rent. I further find insufficient evidence that the rental unit is not maintained in a state of reasonable repair that an order for repairs is appropriate. I find that the tenant has failed to establish any portion of their claim and consequently dismiss it in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety 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: June 28, 2021

Residential Tenancy Branch