



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Shelburn Mobile Home Park (0829337 BC Ltd.) and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

The Tenants (hereinafter the “Tenant”) filed an Application for Dispute Resolution on September 5, 2021 seeking:

- a reduction in rent for repairs agreed upon but not provided
- repairs made to the unit, after their written request to the Landlord was not completed
- compensation for monetary loss
- the Landlord’s compliance with the legislation and/or the tenancy agreement
- provision of services/facilities required by the legislation and/or the tenancy agreement
- reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on January 6, 2022.

Both the Tenant and the Landlord attended the hearing at the scheduled teleconference time. At the outset of the hearing, I explained the process and gave each party the opportunity to ask questions. Both parties confirmed they received the prepared documentary evidence of the other and on this basis the hearing proceeded as scheduled.

Preliminary Matters

The Tenant applied on some issues to ensure the Landlord’s compliance with the *Act*, the Regulations, and/or the tenancy agreement. This included their request for written rental receipts, a copy of the original tenancy agreement, and the ability to pay

electronically. The Tenant also applied for provision of services and noted the receipt issue in this section of their Application.

In the hearing, the parties agreed that the Tenant now has a copy of the agreement, and the Landlord stated clearly that electronic payments were acceptable. Electronic payments, accepted by the Landlord, will alleviate the need for written receipts. I find these are settled issues; therefore, they receive no consideration below.

The Tenant and Landlord both had the opportunity to tell their version of events with respect to locks in the rental unit being changed, and the property manager's installation of cameras. The matters were discussed in the hearing, and I am satisfied they are settled and there is no mention of these issues below.

Issues to be Decided

Is the Tenant entitled to a reduction in rent?

Is the Tenant entitled to compensation for monetary loss?

Is the Landlord obligated to make repairs to the rental unit, where they remain uncompleted after the Tenant's written request?

Is the Tenant entitled to reimbursement of the Application filing fee?

Background and Evidence

Both parties provided a copy of the tenancy agreement, signed by the park managers on March 4, 2020 and the Tenant on March 3, 2020. The Tenant initially claimed they had no copy of this agreement; however, in the hearing they clarified that this was resolved. The agreement shows the tenancy started on March 1, 2020, on a month-to-month basis. The rent amount was \$1,200 payable on the first of each month, and the Tenant paid an initial security deposit of \$600.

The Tenant's Application is as follows:

- a. retroactive rent reduction

In the hearing the Tenant gave their background to the situation for which they seek compensation. In August 2020 they noted the roof in the rental unit was leaking and repair of this was completed in March 2021. In summer 2020, for 2 months they were living outside of the rental unit in an alternate unit made available to them by the Landlord. According to the Tenant the parties had a verbal agreement for this arrangement, made on July 12, 2021. They moved into the alternate trailer on July 14, 2021, with the agreement being 3 weeks, which then turned into 30 days.

As of the time of the Tenant's Application on September 5, 2021, that time was approximately 50 days since they moved into the alternate unit. In the hearing the Tenant provided that the repairs were completed, and they moved back into the contracted rental unit on September 14, 2021. The alternate unit was a single-bedroom unit, while their own rental unit was a three-bedroom unit. For this, the Tenant asks for a rent reduction because they were paying the full amount (\$1,200) rent during that time. On the Application, the Tenant gave this claimed amount as \$600, being in that alternate unit for 60 days in total, where the alternate unit rent was \$800 per month.

In their letter to the Landlord dated September 3, 2021, the Tenants listed their July 22 request to the Landlord for a reduction in rent; this request was denied. In that letter, the Tenants requested rent receipts for the time from March 2020 until August 2021, citing the Landlord's denial of receipts to them that whole time. They also made their request for rent to be paid in "digital format" for ease of payment.

The Landlord responded to this issue in their letter to the Tenant dated October 25, 2021. They noted their agreement to renovate the Tenant's own rental unit and stated their understanding that the Tenant had not requested a reduction in rent at the time of the move to the alternate rental unit on July 14. The Landlord made an offer to the Tenant of \$300 for the time they spent living in the alternate rental unit. The Landlord re-stated this offer to the Tenant in their December 10, 2021 letter to them.

In the hearing, the Landlord provided that the length of time involved for renovating the rental unit was due to the hired carpenter being "very slow". The job was for renovating the walls and insulation, due to a leak from the roof in one room. After a roof replacement, the problem persisted through 2021 in other walls. Along with other requests from the Tenant, the repair was scheduled for July. During the initial renovation timeframe, the Landlord noticed the need for an upgrade to the electrical and this extended the original 1-month timeframe.

b. compensation for monetary loss

The Tenant claims the cost of laundry to them during their time out from their own rental unit. This is due to the nature of the Tenant's own work which involves a need for constant washing, at that time in a laundromat. Their claim is based on \$30 per week, being 8 weeks in total out from their rental unit. The Tenant noted there is no way for the laundromat machines to provide receipts.

c. request for repairs

The Tenant listed a number of items in the rental unit needing repair. Their Application focused on the issue of mould in their rental unit, the resolution of which had them move to the alternate unit. As of the date of their Application, that work was ongoing. In the hearing, the Tenant stated that work to resolve the mould issue was completed on September 14.

The Tenant's letter of October 1 lists electrical issues that affect the heat in one of the bedrooms, a lock issue because of the lock change, and miscellaneous others. The Tenant demands "any work to be finished must have 24 hours written notice or any concerns." The Tenant reiterated their request for heating in the bedrooms due to electrical issues. There were other leaking issues in the kitchen and bathroom.

In a final letter to the Landlord, the Tenant provides "a few other clarifications." By this time, the electrical baseboard heaters were working, "as of Oct 26, 2021." The extant issue at that time was the water reservoir panel in the laundry still being accessible and posing a hazard to their child. In the rest of this letter, the Tenant re-hashed prior concerns that were addressed and rectified by the Landlord.

In their letter of October 25, the Landlord noted specifically: "We will try our best to satisfy your needs and have already taken actions per your request."

The Landlord's December 10, 2021 letter sets out their notification to the Tenant of a visit on December 16, 2021 for an inspection for problems. This letter contained a comprehensive list of issues stemming from their visit on September 28, 2021, containing findings and an update on the ongoing repairs at that time. This report contained pictures. There is a detailed report of the December 15, 2021 visit, with photos of each of the issues in place.

Finally, the Landlord sent another letter to the Tenant on December 28, 2021, noting that the Tenant had a lot of complaints since August 2021. They re-stated the Tenant's text messages to them, and noted the Tenant's December 19 request for \$35,000 compensation plus 3 months free rent.

In their evidence package, the Landlord provided invoices for the work they provided. These include:

- roof replacement: \$6,930
- electrical upgrade: \$8,058.15
- renovations: \$2,085, \$1,440, \$285
- materials: \$663.85, \$99.99

In the hearing, the Landlord noted the open reservoir space in the laundry room floor was previously unknown to them. In December 2020 the lid to this space was sealed by a repairperson who was in attendance in the hearing. They noted that the Tenant brings up different issues with each consecutive visit. They reiterated they are doing their job and attending to repair issues in the rental unit; however, repairs need time to be done properly.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in s. 7 and s. 67 of the *Act*.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
 2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
 3. The value of the damage or loss; **and**
 4. Steps taken, if any, to mitigate the damage or loss.
- a. retroactive rent reduction

At the time of their Application, the Tenant claimed \$600 for this amount of rent reduction. I find this loosely approximates the reduction from \$1,200 to \$800, for the 1.5 month timeframe then running as of their Application date. In the hearing, the Tenant clarified their time out of their own rental unit was 2 months.

I accept the Landlord's point that the Tenant did not request a reduction in rent at the time they agreed to move into the alternate rental unit in mid-July. Of course, at that time the Tenant was not aware how long the requested repairs would take. The Tenant did not articulate the correct amount they feel owed for the alternate arrangement for 2 months.

The Tenant did not address the Landlord's October 25, 2021 offer of \$300 as recompense for the move to the alternate rental unit. I find they have not provided a clear stated amount of the loss to them. At the same time, I accept that there was an inconvenience to them.

As recompense for their difficulty, which they attribute mostly to not knowing about the situation during ongoing repairs, I find the Landlord's offer of \$300 shows the Landlord's acknowledgement of the situation. I deem this a suitable amount of recompense to the Tenant, given that they were vague on the amount of their claim and did not provide ample evidence of the inconvenience to them during the renovation timeframe. This is balancing the consideration that the Tenant did not request a reduction in rent at the outset against the hardship that an extended timeframe posed to them. It is only with the extension in mind that I award the \$300 amount to the Tenant; after all, the Tenant initially agreed to move into the alternate unit.

b. compensation for monetary loss

I find there was a need for laundry facilities, based on the size of the Tenant's family, and the nature of their work. During the time of renovations, the lack of a laundry that is normally in their own rental unit posed an inconvenience.

The true amount is difficult to assess. The Tenant did not keep a written record of amounts spent and washing/drying cycles they paid for. Similarly, there was no record of the Tenant mentioning this inconvenience and extra cost to the Landlord at the time, if only to ask for an alternate laundry arrangement. It was only in their letter of September 3 to the Landlord where they ask for reimbursement for laundry, without even providing an amount or estimate of the cost to them. Because of these shortcomings, I make no award for the Tenant's claim here.

c. request for repairs

The *Act* s. 32 sets the obligation of the Landlord to provide and maintain residential property in a state of repair that complies with health, safety, and housing standards, and with regard to the character and location of the rental unit, make it suitable for occupant by a tenant.

In their letter of October 25, the Landlord noted specifically: “We will try our best to satisfy your needs and have already taken actions per your request.” The Landlord re-stated this to the Tenant in their follow-up letter of December 28, 2021: “We, as the landlord, shall fix any problems you have as we do as usual.”

On my review, it appears the Tenant prefers to have a repair-on-call service in place with the Landlord. I find the Landlord provided ample evidence that they have responded to each Tenant request in a timely fashion, engaged repair services, and even reported out to the Tenant on the status of ongoing requests. The Landlord has sent evidence of their expenses to show the money they have spent for upkeep to the rental unit.

I find the Tenant’s requests are frequent and over-demanding. The Tenant did not present evidence of the seriousness or urgency of any needed repairs. Instead, there is evidence of the Tenant setting unrealistic timelines for the Landlord to complete repairs. I find the Landlord has been diligent in responding to the Tenant’s requests throughout, right up until the time of this hearing. This is with due regard to the character and location of the rental unit.

I am fully satisfied there are no outstanding repairs that the Landlord is either unaware of or has not attended to. The Landlord has expended great money, time, and effort to respond to the Tenant’s requests. Their reporting back to the Tenant on each consecutive visit to address repairs is exemplary and cannot be questioned in its thoroughness. I find the Tenant is aware of the status of each separate piece of their requests to the Landlord.

I dismiss this portion of the Tenant’s Application, without leave to reapply. I caution the Tenant that further requests for repairs via arbitration with the Landlord will refer to this decision, and the unreasonable manner and frequency in which the Tenant inundates the Landlord with requests.

In sum on this issue, I make no order for repairs to be made based on the Tenant's requests.

Conclusion

For the reasons listed above, I award the Tenant \$300 in satisfaction of their claim for rent reduction. I authorize the Tenant to deduct this amount from one future rent payment. Because the Tenant was mostly unsuccessful in their claim, I make no award for the Application filing fee.

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

Dated: January 19, 2022

Residential Tenancy Branch