



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding INTERNATIONAL BUSINESS TRAVELERS HOSTEL  
INC. and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      RP, FFT

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- an order requiring the landlord to carry out repairs, pursuant to section 32; and
- an authorization to recover the filing fee for this application, under section 72.

Both parties attended the hearing. The landlord was represented by managers RC (the landlord) and DP. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

As both parties were present service was confirmed. The parties each confirmed receipt of the application and evidence (the materials). Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the Act.

### Issues to be Decided

Is the tenant entitled to:

1. an order requiring the landlord to carry out repairs?
2. an authorization to recover the filing fee?

## Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending parties, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below. I explained rule 7.4 to the attending parties; it is the tenant's obligation to present the evidence to substantiate the application.

Both parties agreed the tenancy started in November 2016 and the tenant is currently occupying the rental unit. Monthly rent is due on the first day of the month.

The tenant affirmed that monthly rent was \$502.00, but the landlord stopped offering cable service, so the landlord reduced rent by \$25.00 to \$477.00. The tenant reduced rent by an extra \$8.00 because the landlord stopped offering toilet paper. The tenant is paying monthly rent of \$469.00.

The landlord stated that he reduced rent by \$25.00 only for the tenants that purchased cable service after the landlord stopped offering cable service and that the landlord did not authorize the tenant to make any other rent reduction.

Both parties agreed there are 104 rental units in the building and the tenants share two kitchens.

The tenant testified the hot water on the 3<sup>rd</sup> floor kitchen sink (the hot water) has not been working for almost two years. The tenant verbally asked the landlord to repair the hot water in February 2020. The tenant said the landlord told him around July 2020 that the hot water cannot be repaired. The tenant served a letter to the landlord on June 16, 2022:

Please be advised that the warm water is not working on the third floor kitchen sink. I request to have the warm/hot water function in the third floor kitchen sink.  
After one and a half years of requesting this repair verbally I hope you will take this written request seriously.

The tenant affirmed he has not been at the rental unit since February 03, 2022 and the hot water had not been repaired until February 03, 2022.

The landlord stated the hot water has been repaired three times and it has been working properly. The landlord testified a city inspector attended the rental building in February or March and November 2021 and in January 2022 and concluded the hot

water has been working properly. The landlord mentioned the inspector's name and email address. The tenant is the only tenant complaining about the hot water.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 32(1) of the Act states a landlord must provide and maintain the 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.

Residential Tenancy Branch Policy Guideline 01 states:

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

I find the landlord's testimony was more convincing than the tenant's testimony. The tenant has not been at the rental unit since February 03, 2022.

Based on the landlord's more convincing testimony, I find the tenant did not prove, on a balance of probabilities, that the hot water has not been repaired. I find the hot water has been working properly.

Thus, the tenant's application for an order requiring the landlord to repair the hot water is dismissed.

The tenant must bear the cost of his filing fee, as the tenant was not successful in the application.

For the purpose of educating the parties, I note that under section 27(2)(b) of the Act, a landlord may terminate a service such as cable service if he reduces rent in an amount

that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination of the service.

Conclusion

I dismiss the tenant's application 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: February 14, 2022

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Residential Tenancy Branch