



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR RR

Introduction

This hearing dealt with an application by the tenant for a monetary order for the cost of emergency repairs and a reduction in rent. In the hearing the tenant clarified that she was not seeking any additional reduction in rent other than the monetary amount she claimed, and I accordingly dismiss that portion of her application. The tenant, two landlords and a witness for the landlord participated in the teleconference hearing.

The tenant sent some documentary evidence to the landlord by registered mail on February 9, 2011. The landlord stated they had not received the evidence. Registered mail is deemed to have been served five days after service, in this case on February 14, 2011, the date of the hearing. Evidence must be served or deemed to have been served on the other party at least five clear days before the hearing. I therefore did not admit the tenant's late evidence.

The tenant requested an adjournment to have her evidence served on the landlord. The landlord opposed an adjournment. I denied the adjournment and proceeded with the hearing. I advised the tenant that although her late evidence was not admissible, she could give oral testimony.

Issue(s) to be Decided

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2010. The evidence of the tenant was as follows. When the tenant moved in, the condition of the rental unit was "atrocious." The tenant spent more than 80 hours cleaning and painting the unit. The landlord said he would reimburse the tenant's friend \$25 for additional paint, but he failed to do so. The tenant has claimed \$25 for the paint.

The remainder of the tenant's claim is based on flooding of the crawl space under the house. On December 9, 2010, the crawl space was flooded with what the tenant described as 18 inches of water. The tenant repeatedly asked the landlord to remove all standing water from under the house. The landlord only pumped out the water where the tenant could see it, and left four inches of water behind. The tenant's ex-husband came on two occasions with a different pump and pumped it almost dry, but more water accumulated. The tenant paid her ex-husband \$20 on each of the two occasions for use of the pump, and \$150 for a total of 10 hours of his labour. The tenant has claimed for these amounts. Additionally, the tenant stated that her hydro bill increased by \$60 as a result of using the pumps, and she has also claimed that amount.

The response of the landlord was as follows. The landlord denied all of the amounts the tenant claimed. In regard to the paint, the landlord stated that they provided more than \$100 worth of paint for the tenant's use, and the tenant wasted a lot of paint. The landlord did not agree to pay for the extra \$25 worth of paint.

In regard to the flooding, the landlord stated that he took all reasonable steps to remove the water, and that he attended at the house promptly and on several occasions. There was no emergency, and the tenant's health was never at risk. The tenant did not rent a pump and there was no labour cost, the tenant's husband came by once on January 25, 2011 with his own pump and did a little pumping. The tenant did not provide any receipts to prove increased hydro costs.

The landlord's witness, a neighbour of the tenant, stated that he saw the landlord go by the rental house several times to pump out water. The witness also stated that the tenant told him that she had borrowed a pump from her ex-husband.

Analysis

I find that the tenant has not provided sufficient evidence to establish any portion of her claim. I accept the evidence of the landlord that there was no agreement for the landlord to reimburse the tenant's friend for additional paint. The tenant did not provide any receipts to support her claims for increased hydro costs or the costs for pump rental or labour.

In the hearing the tenant gave testimony regarding health concerns regarding the standing water under the house and possible unauthorized entries by the landlord, as well as detailing other items that require repair. As the tenant did not apply for an order for repairs or any other orders for compensation, I did not consider that evidence in this application.

Conclusion

The tenant's claim is dismissed in its entirety.

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 15, 2011.

Residential Tenancy Branch