



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, OLC, ERP

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to have repairs done and comply with the *Act*. The tenant also applied for a monetary order in the amount of \$200.00 for work done around the house.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

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Issues to be decided

Has the landlord fulfilled her responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to compensation for work done around the house?

Background and Evidence

The tenancy started in November 2016. The rental unit consists of a self-contained suite in the landlord's home. Both parties agreed that the house was newly built and some construction work was carried out after the tenancy started. The tenant filed a hand written list of issues that he wanted resolved.

1. Damage to vehicle:

The tenant stated that sometime in June 2017, his designated parking spot on the driveway was occupied by a car belonging to the landlord's visitor. The tenant testified that he was forced to park his car in a manner that blocked the visitor's car.

The next morning the tenant found that his car had been broken into and forcibly moved. This resulted in damage to his car. The landlord denied any knowledge of this incident. The tenant did not file any documents to support his testimony and also did not apply for compensation.

2. Reset alarm

The tenant stated that shortly after the tenancy started there was a storm and the electric supply to the house was cut off. When restored, the alarm in his suite did not function as it did prior to the storm. The tenant stated that his requests to the landlord to reset the alarm were not actioned upon by the landlord. During the hearing the landlord agreed to have the alarm reset.

3. Washer and Dryer

The tenant complained that the washer and dryer were problematic. The landlord had the appliances repaired. The tenant stated that even though the washer was repaired and operational, it does not clean his clothes adequately. I informed the tenant that the landlord had fulfilled her responsibility to provide an operational washing machine and that he may want to consider other factors e.g. detergent that affect the cleaning of his clothes.

4. Toilet Repair

In his application, the tenant states that when he asked the landlord to fix the toilet, the landlord asked him to move out. However the tenant stated that at the time of the hearing, the toilet was in working order.

5. Foundation of the house

The tenant stated that the foundation of the house was improperly packed and has resulted in sink holes outside. I explained to the tenant that problems with construction of the house would be dealt with by the landlord and the concerned authorities.

6. Compensation for work done

The tenant stated that he had done some work around the house along with the male landlord. The tenant also stated that he was promised an hourly rate of \$20.00 and that he had worked ten hours.

The female landlord testified that no work was done by the tenant and accordingly no compensation was promised to the tenant. The tenant stated that it was a verbal agreement between himself and the male landlord.

7. Noise disturbances

The tenant stated that the landlord created noise disturbances in the past but whenever he fights with his girlfriend, they come knocking on his door. I requested both parties to be respectful of each other with regard to noise disturbances.

8. Relationship between the landlord and the tenant's roommate

The tenant stated that he had to ask his roommate to leave after the landlord turned the roommate against him. The tenant requested me to order the landlord not to interact with his future roommates. I informed the tenant that I have no authority to do so.

9. Maintenance and repair

The tenant stated that when maintenance is carried out in his suite, the tradesmen do not clean up after themselves. The landlord agreed to ensure that this would not happen in the future.

10. Cleaning

The tenant stated that at the start of the tenancy there was a lot of cleaning to be done which he took care of. He also stated that at the time of the hearing there was drywall dust and pieces of dry wall in the cabinets. The landlord agreed to check it out and clean if necessary.

11. Unsafe and unmonitored parking spot

The tenant requested the landlord to have his parking spot monitored by security cameras. I explained to the tenant that the landlord could be ordered to install security cameras only if it was a term of the tenancy agreement. Neither party filed a copy of the agreement into evidence. The landlord stated that it was not a term of the agreement and that she had not promised the tenant monitored parking.

The tenant states that his parking spot is unsafe because he could end up in an embankment if he backs out of the spot. The landlord stated that the spot was shown to the tenant prior to the tenancy and he accepted it.

During the hearing the tenant made complaints about the condition of the unit at the start of tenancy and stated that he suffered considerable inconvenience due to ongoing

repairs inside and outside the home. The tenant stated that he was entitled to compensation for loss of quiet enjoyment.

I explained to the tenant that his application did not include a claim for such compensation but that he is at liberty to file another application. I informed the tenant that he must provide evidence to support his claim to the Residential Tenancy Branch and to the landlord. The landlord has a right to be informed of the details of the tenant's claim prior to the hearing, within a timely manner to allow the landlord to respond.

Since the tenant had not made application for compensation for loss of quiet enjoyment, his claim was not dealt with during this hearing.

Analysis

Section 32 of the *Residential Tenancy Act*, addresses the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

The landlord has agreed to:

1. Reset the security alarm
2. Clean residual drywall dust and drywall pieces in the cabinets and other areas of the rental unit
3. Clean up after any maintenance and repair is carried out.

Accordingly I order the landlord to do. The landlord must reset the alarm and clean the rental unit by December 15, 2017. If the landlord does not comply with this order the tenant may make application for compensation.

Regarding the tenant's claim for compensation, for work done around the house, I find that the tenant may have had a verbal agreement with the male landlord.

In the case of verbal agreements, I find that when verbal terms are clear and when both the landlord and tenant fully agree on the interpretation, there is no reason why such terms can't be enforced.

However, when the parties are in dispute about what was agreed-upon, then verbal terms by their nature are virtually impossible for a third party to interpret for the purpose of resolving a dispute that has arisen.

Moreover, it is important to note that in a dispute such as this, the two parties and the testimony each puts forth, do not stand on equal ground. The reason that this is true is because one party must carry the added burden of proof. In other words, the applicant, in this case the tenant, has the onus of proving, during these proceedings, that the claim is justified. When the evidence consists of conflicting and disputed verbal testimony, then the party who bears the burden of proof will not likely prevail

As stated above, the terms of a verbal agreement cannot be enforced if the parties disagree on what the terms were. The landlord denied having promised the tenant compensation for work done. In the absence of any documentation of this alleged agreement, I find that the tenant has not proven his claim and therefore his claim for \$200.00 is dismissed.

Conclusion

The landlord is ordered to carry out the above mentioned tasks by December 15, 2017.

The remainder of the tenant's application is dismissed.

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: November 24, 2017

Residential Tenancy Branch