



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: CNC, CNR, MNDC, OLC, RP

### Introduction

This hearing dealt with an application by the tenant for orders setting aside notices to end this tenancy, a monetary order and orders that the landlord comply with the Act and make repairs to the rental unit. Despite having been served with the hearing documents by registered mail on September 17, the landlord did not participate in the conference call hearing.

The landlord submitted evidence to the Residential Tenancy Branch on October 6. The tenant testified that he did not receive copies of this evidence. As the tenant did not have the opportunity to review the evidence submitted by the landlord, I did not consider the landlord's evidence in making my decision.

### Issue(s) to be Decided

Should the notices to end tenancy be set aside?

Is the tenant entitled to a monetary order for unpaid wages?

Is the tenant entitled to orders that the landlord repair the rental unit?

### Background and Evidence

The tenant testified that his tenancy began in March 2008. The rental unit is a trailer owned by the landlord. The tenant testified that he has an arrangement in place with the landlord whereby he works in the landlord's vineyard and is paid for that work, which payment is applied toward his rent each month. The tenant testified that on September 7 he was served with two notices to end tenancy, one for unpaid rent and one for cause.

The tenant testified that he is currently owed \$2,130.00 in wages by the landlord.

The tenant testified that the rental unit is in need of repairs. Specifically, he testified that the hot water tank is set on an extremely high setting which poses a risk of scalding the

tenant. The tenant testified that he has been unable to find a temperature control and asked that the landlord be ordered to set the temperature on the tank to a comfortable setting. The tenant testified that he is required to put natural gas for the rental unit in his own name and when he attempted to do so, he was advised by Terasen Gas that they will not hook up the gas until the furnace is inspected by a qualified technician who documents its readiness for natural gas service. The tenant asked that the landlord be ordered to have the furnace inspected and serviced if required, and that documentation of same be provided to the tenant so he can have the natural gas hooked up.

The tenant testified that none of the windows in the rental unit may be opened from the inside and that at least one of the windows is entirely missing. The tenant testified that when he wants windows to be opened, he must open them from the outside of the trailer. The tenant asked that the landlord be ordered to repair the inoperable windows and replace the missing window.

The tenant testified that the outside deck of the trailer is rotting and the individual boards therein are splitting and cracking creating a safety hazard. The tenant asked that the landlord be ordered to repair or replace the deck.

The tenant testified that the back door to the rental unit can be opened without a key and asked that the landlord be ordered to repair the door in such a way that it can be securely locked.

The tenant testified that the back porch stairs are broken and cracked, creating a safety hazard. The tenant asked that the landlord be ordered to repair or replace the stairs. The tenant further testified that the porch ceiling is rotting and asked that the landlord be ordered to repair the ceiling.

The tenant testified that the vertical blinds in the living room are supposed to be operated by a pulley, but that the pulley system does not work and that some of the blinds are missing. The tenant asked that the landlord be ordered to repair or replace the vertical blinds.

The tenant testified that the front door locks were not changed at the outset of the tenancy and asked that the landlord be ordered to change the locks to the rental unit.

The tenant testified that the landlord has been in the practice of parking vehicles or a tractor under the windows on the south side of the trailer, which results in exhaust filling the trailer when the windows are opened. The tenant asked that the landlord be ordered not to park any vehicles close to the trailer.

### Analysis

*Notices to end tenancy:* As the landlord did not participate in the hearing to prove that there are grounds to end this tenancy, both the one-month notice dated August 31, 2008 and the 10-day notice dated September 5, 2008 are set aside. As a result, this tenancy will continue.

*Unpaid wages:* I find that the unpaid wages stem from a separate employment contract between the parties and that payment of that contract cannot be enforced through this forum. The tenant's application for a monetary order is dismissed.

*Order to comply:* The tenant testified that he is seeking that the landlord complies with the requirement of the Act to maintain the rental unit by performing repairs. My decision respecting the repairs is below. No separate order will arise from this part of the tenant's claim.

*Repairs:* Based on the tenant's undisputed testimony, I address the tenant's claim for repairs as follows.

1. Hot water tank: I find that the tenant has proven his claim that the hot water tank requires a temperature adjustment. **I order the landlord to adjust the temperature of the hot water tank to a level which the tenant finds comfortable. This adjustment must take place no later than October 31, 2008.** The landlord should be aware that this may require more than one adjustment.
2. Furnace inspection: I find the tenant has proven his claim that he is unable to obtain service from Terasen Gas without documentation that the furnace has been inspected. **I order the landlord to arrange for a qualified professional to inspect the furnace and service the furnace as recommended by that**

professional. I further order the landlord to provide documented proof of that inspection from the professional to the tenant. The inspection must take place no later than October 31, 2008 and documentation must be provided to the tenant no later than November 5, 2008.

3. Windows: I find that the tenant has proven his claim that the windows are not fully operational. **I order the landlord to repair the windows in such a manner that those windows which are designed to be opened may be opened from the inside of the rental unit. I further order the landlord to replace any windows which are missing. The windows must be fully operational by November 15, 2008.**
4. Deck: I find that the tenant has proven his claim that the deck is unsafe. **I order the landlord to repair or replace those boards on the deck which are creating a safety hazard. The repair must take place no later than November 15, 2008.**
5. Back door: I find the tenant has proven his claim that the back door creates a security risk in that it cannot be securely locked. **I order the landlord to repair the back door in such a way that it prevents the door from being opened from the outside without a key. The repair must take place no later than October 31, 2008.**
6. Porch stairs and ceiling: I find the tenant has proven his claim that the porch stairs are cracked and broken. **I order the landlord to repair or replace those boards on the porch stairs which are cracked or broken. The repair must take place no later than November 15, 2008.** As for the tenant's claim for a repair of the porch ceiling, I find that it does not create a safety hazard and there is no indication that there is any risk to the tenant. The landlord is responsible to maintain the property in accordance with its age and character. Given the age of the rental unit, I find that the landlord's failure to repair the porch ceiling does not amount to a breach of her obligations under the Act and accordingly I dismiss the tenant's claim for an order to repair the porch ceiling.

7. Vertical blinds: While I accept the tenant's testimony that the blinds may not be opened or closed through the use of the pulley system, given the age of the rental unit, I find that the landlord's failure to repair the blinds does not amount to a breach of her obligations under the Act and accordingly I dismiss the tenant's claim for an order to repair the blinds.
8. Front door lock: I accept the tenant's testimony that the locks were not changed at the outset of the tenancy. Section 25 of the Act provides that a landlord must change the locks at the beginning of the tenancy upon the request of the tenant. **I order the landlord to replace the front door lock no later than October 31, 2008.**
9. Parking: I accept the tenant's testimony that the landlord has been leaving vehicles idling close to the south side of the trailer. **I find that this practice has caused exhaust to fill the trailer and I order the landlord to immediately refrain from idling vehicles within 10 meters of the south side of the trailer.**

### Conclusion

The landlord has been ordered to perform a number of repairs as highlighted above. If the landlord fails to perform these repairs, the tenant may make application for an order allowing him to reduce his rent until the repairs are completed.

Dated October 15, 2008.