



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      O, MNR, RP

### Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The landlord did not participate in the full hearing because when I put him on hold because he was constantly interrupting the proceedings, he left the conference call before I could return him to the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$800.00 and a request for an order for the landlord to make repairs to the rental unit. The applicant is also requesting an order for the landlord to comply with the tenancy agreement.

### Background and Evidence

The applicant testified that:

- The landlord has failed to fix the banister leading to the main floor ended therefore poses a safety hazard for her family.

- The landlord is also parked his trailer and car in the driveway of the rental property blocking the staircase that leads to the front door and although they agreed to allow the landlord to keep his car in the driveway they never agreed to having a trailer there.
- The landlord is also left personal belongings in their portion of the garage and in the basement of their rented the unit.
- The fence and that he backyard is leaning and needs to be repaired before it falls over.
- The fridge in the kitchen has been leaking from the day they moved in and needs to be repaired as they constantly have to clean up the dripping water.
- The chimney in need downstairs family room smokes whenever they light a fire.

The applicants are therefore requesting an order for the landlord to deal with the above problems. They further request that if the landlord is unwilling to deal with the above issues that they be allowed to do the repairs themselves and deduct the money from the rent.

The respondent testified that:

- He agrees that the banister does need to be repaired however; he is not willing to make arrangements to have the banister repaired, the tenants can deal with that themselves.
- The tenant had agreed at the beginning of a tenancy to allow him to keep his trailer and vehicle parked in the driveway.
- He will be removing his personal items from the garage in the basement on September 2, 2009 and has already informed the tenants of his intention to do so.
- He does not believe there's anything wrong with the fridge and he will not have any been coming to check it.

- The tenants do not need to use the chimney downstairs is there a central heating in the rental property and there are registers to heat the downstairs area.

## Analysis and Conclusion

The landlord was very disruptive during the hearing and it was obvious from his testimony that he was not willing to arrange for any of the repair work requested by the tenants.

I believe it would be fruitless to issue an order for the landlord to do the requested repairs as he stated that he would not comply with any order issued.

Therefore it is my decision that I will allow the tenants to arrange to have the repairs done themselves and deduct the cost of those repairs from the rent payable to the landlord. Receipts must be supplied to the landlord for all deductions made from the rent.

The tenants can arrange to have the following repairs done;

1. Banister leading to the main floor.
2. Leaking kitchen refrigerator.
3. Leaning backyard fence.
4. Downstairs family room chimney.

I make no order for the removal of the T-bird, vehicle from the driveway, as the tenants agreed to allow the landlord to keep this vehicle in the driveway; however I do order that the landlord remove the trailer from the driveway by the end of August 2009. If the landlord fails to remove the trailer from the driveway, starting September of 2009,



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the tenants may, starting September of 2009, deduct \$100.00 per month from the rent for every month, or portion thereof that the trailer remains in the driveway.

I make no order for the removal of the landlords items from the garage or the basement, as the landlord has already made arrangements to have these items removed; however if the landlord fails to remove these items the tenants may, starting October of 2009, deduct a further \$100.00 per month from the rent for every month, or portion thereof that the items remain in the garage and/or basement.

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: August 25, 2009.

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Dispute Resolution Officer