



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application requesting the landlord make repairs to the rental unit.

The tenant provided affirmed testimony that he served copies of the Application for Dispute Resolution and Notice of Hearing to the landlord on August 13, 2009 by placing the documents in the landlord's mail slot. The tenant stated that in the co-op common room there is an office where the landlord carries out business. The tenant stated that this office is locked and has a mail slot for use of the tenant's who wish to communicate with the landlord.

These documents are deemed to have been served in accordance with section 89 of the *Act*; however the landlord did not appear at the hearing.

Issue to be Decided

Must the landlord complete repairs to the rental unit?

Background and Evidence

The tenant testified that in February 2008 and July 2009 there were water leaks from an upstairs unit that entered the tenant's 890 sq. foot rental suite. The landlord repaired these leaks, the most recent repair taking place at the end of July, 2009. The tenant could not provide dates that he reported the problem or dates the repairs occurred.

The tenant stated that since the last repair was completed the landlord did send an "upkeep agent" to inspect the suite and that the landlord has agreed to paint one wall where the leak from an upstairs toilet entered the tenant's suite. The tenant testified that he wants the landlord to carry out an inspection for mold as there is evidence of discolouration on the bedroom wall, which may indicate that mold has become established.

The tenant testified that the water leaked into a closet, a bedroom and then emerged in the hallway soaking the carpets. The tenant would like the landlord to have those carpets steam cleaned as the leak originated from a toilet.

Residential Tenancy Branch
Ministry of Housing and Social Development

The tenant stated that his 2007 tenancy agreement indicated repairs would be made to the tile in the kitchen floor and that those repairs have not been completed. The tenant stated there are holes in the tile which cause concern as they have toddlers visit that might trip on the holes.

The tenant stated that the kitchen light fixture is hanging from the ceiling by the wiring, that the exit door at the rear of the unit does not have a door handle and that the landlord did not repair the oven exhaust fan filter, as agreed to at the start of the tenancy.

The tenant stated that he believes the rental unit was constructed in 1989.

Analysis

Section 32 of the *Act* provides:

- (1) A landlord must provide and maintain 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.

During the hearing the tenant was unable to provide any dates that the tenant communicated with the landlord in relation to a request that repairs be made to the rental unit.

I find that the tenant must place his request for repairs, in writing, to the landlord. Once the landlord is in receipt of this communication the landlord must, within a reasonable period of time, attend at the rental unit to assess the need for repairs, as required under section 32 of the *Act*. The landlord must then respond, in writing, to the tenant, outlining the repairs that the landlord will undertake, a schedule for any required repairs and provide written reasons for any repairs that the landlord does not accept as required under section 32 of the *Act*.

Residential Tenancy Branch
Ministry of Housing and Social Development

I find that the landlord is responsible for carpet cleaning due to the leak from the upstairs unit into the tenant's unit. The landlord must have the bedroom and hallway carpet steam cleaned within two weeks of receipt of this decision. If the landlord does not have the carpets cleaned within this time-frame the tenant may make arrangements to have the carpets cleaned at a cost of not more than \$150.00. The tenant must provide the landlord with a payment receipt from a qualified carpet cleaning company and may then deduct the cost from the next month's rent owed.

Conclusion

The tenant is to place his requests for repair, in writing, to the landlord. Within a reasonable period of time after receipt of the tenant's written request, the landlord is to attend at the rental unit, assess the need for repairs required under section 32 of the *Act*, and take appropriate action. The landlord is to respond, within a reasonable period of time, to the tenant, in writing, detailing the repairs that will take place, a schedule for those repairs and reasons for any repair that will not be completed.

The landlord is to have the hall and bedroom carpets steam cleaned within two weeks of receipt of this decision. If this does not occur the tenant may make arrangements for cleaning, as detailed in my analysis.

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: September 24, 2009.

Dispute Resolution Officer