

DECISION

Dispute Codes ERP, LRE

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking orders to have the Landlord make emergency repairs to the rental unit and to suspend or set conditions on the Landlord's right to enter the rental unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Are there emergency repairs required for the rental unit? Has the Landlord entered the rental unit in breach of the Act?

Background and Evidence

The Tenant was claiming that the Landlord had refused or neglected to repair the furnace in the unit, the broken casing and lock at the entry door and did not deal with an ant infestation in the pantry of the rental unit.

At the outset of the hearing the Tenant acknowledged that the items in her claim had been dealt with.

The Tenant explained that she had sent the Landlord two letters, one in June and one in August of 2009, listing the repairs required at the rental unit. She had also phoned the Landlord on more than one occasion with her complaints.

The Tenant had receipts of \$221.84 for the cost of repairing the entry door and lock to the unit. The Tenant testified that the door was likely kicked in by her former boyfriend, who is also the brother of the Landlord. She alleged he had broken into the unit and tampered with the furnace, as well as removing some property.

The Tenant also testified that ants had infested the pantry in the rental unit and had contaminated food stored there. She testified she had spent \$40.00 to \$50.00 on ant traps and had lost approximately \$100.00 in food, which she had to throw out.

The Landlord acknowledged that she had received the June letter of the Tenant, although she only noted two items of complaint, the door and the furnace issues. The Landlord had phoned the local gas company to have the furnace looked at and it was repaired.

The Landlord did not recall there being mention of the ant problem in the June letter.

Analysis

Based on the foregoing, the testimony, evidence and a balance of probabilities, I find as follows:

I find that the Landlord breached the Act by failing to address the issues at the rental unit in a timely manner.

Once the Tenant gave her written notice in June 2009, the Landlord should have acted quickly to deal with these issues. By writing to and phoning the Landlord, the Tenant complied with the emergency repair provisions of the Act. Once the Landlord failed to respond to the Tenant's requests in a reasonable amount of time, the Tenant had a right to conduct the repairs and seek reimbursement from the Landlord.

As most of the repairs were made by Tenant, the Landlord must reimburse her for these expenses. I also find that in the letter of June 2009, submitted in evidence by the Tenant, that she did notify the Landlord about the ant problem in the unit. The Landlord failed to recognise or deal with the ant problem at all.

Therefore, I find that the Tenant has established a total monetary claim of **\$321.84** comprised of \$221.84 for repair of the door and locks, \$50.00 for dealing with the ant problem, and \$50.00 for wasted food. I have reduced the amount claimed for food to a nominal amount, due to insufficient bills or receipts for the food items.

I order that the Tenant may deduct the sum of \$321.84 from one rent payment.

As to the Landlord's right to access the property, I find the Tenant is more concerned that the brother of the Landlord should not attend the rental unit. I order the Landlord to inform her brother that he is not allowed to attend the rental unit without the prior consent of the Tenant. The Landlord may have access to the rental unit in accordance with the provisions in the Act.

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 29, 2009.

Dispute Resolution Officer