

Decision

Dispute Codes: RP

Introduction

This hearing dealt with an application from the tenant for an order instructing the landlord to make repairs to the unit, site or property. The tenant participated in the hearing and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing on the landlord's corporate address by way of registered mail, there was no appearance by the landlord at the hearing.

The tenant said that as he was unable to confirm the post office box address of the resident manager, he did not serve her with the application for dispute resolution and notice of hearing.

Issue to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on November 1, 2006. Rent in the amount of \$775.00 is payable in advance on the first day of each month. A security deposit of \$387.50 was collected at the start of tenancy.

A previous hearing was held in a dispute between these same parties on August 10, 2009. Pursuant to agreement reached between the parties, the tenant was to take possession of unit # 230 effective September 1, 2009. However, the tenant states that it was not until September 22, 2009 when he was provided with keys to the unit. Further, the tenant states that when he took possession, there were deficiencies.

The tenant states that on October 16, 2009 he presented a list of deficiencies to the resident manager. As there had been no follow-up by October 30, 2009, he contacted the resident manager and they agreed to meet at his unit on November 5, 2009. However, on November 5, 2009, the resident manager had not attended as agreed. The tenant then attended her unit at which time she informed him she had forgotten the appointment and stated she was sick. She also claimed she did not know how to reach him, and he informed her that his telephone number is provided on his rental cheque.

The tenant's evidence includes a list of deficiencies which remain outstanding.

Analysis

Section 32 of the Act speaks to **Landlord and tenant obligations to repair and maintain**, and provides in part as follows:

32(1) A landlord must provide and maintain residential premises 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.

(5) A landlord's obligations under subsection (1)(a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Based on the documentary evidence and undisputed testimony of the tenant, I find on a balance of probabilities that there are specific deficiencies in the unit which the landlord is responsible for remedying. Accordingly, I hereby order the landlord to undertake to remedy the following deficiencies:

- the front entrance door and the bathroom door do not properly close;

- the lock(s) on the front entrance door and the bathroom door do not function smoothly and are difficult to engage;
- there is no plastic face plate on the light switch located in the hallway;
- the top portion of the plug-in located in the living room does not work;
- the shower lever located on the bathtub faucet does not work properly;
- the venetian blinds in each of the two bedrooms are too short and do not fully cover the window;
- curtains provided in the unit are not clean;
- two door stops are required: i) behind the front entrance door, and ii) behind the bathroom door

I hereby order the landlord to remedy the deficiencies set out above by no later than 5:00 p.m., Saturday, February 13, 2010.

The tenant has the option of filing for dispute resolution, seeking permission to reduce rent for repairs, services or facilities agreed upon but not provided. In this regard, section 65 of the Act speaks to **Director's orders: breach of Act, regulations or tenancy agreement.**

The full text of the Act, regulations, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Conclusion

I hereby order the landlord to comply FORTHWITH with the order as set out above.

DATE: January 27, 2010

Dispute Resolution Officer