

DECISION

Dispute Codes OLC, RP, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking orders for the Landlord to make repairs to the rental unit, for the Landlord to comply with the Act or tenancy agreement, and to recover the filing fee for the Application.

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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Is the Tenant entitled to the orders against the Landlord as sought?

Background and Evidence

This tenancy began in September of 2007, with the parties entering into a written tenancy agreement. The rental unit is a portion of a residential property which has two different rental units.

The Tenant has applied for orders to have the Landlord repair a stove, which has a broken knob on it, to have the utilities due from the subject rental unit set at 65% of the total, to have the utilities put in the name of the Landlord, and to have the Landlord supply a lawn mower and other tools for yard maintenance.

The Tenant testified the knob broke off the stove and the Landlord refuses to pay to have it repaired. The Landlord claims the Tenant was negligent and broke the knob himself.

When the Tenant moved into the subject rental unit another renter was occupying the other rental unit. The parties agreed that the Tenant would pay 65% (sixty five percent) of the total utilities for the property. At the outset of the tenancy, the utilities were in the name of the other renter.

The Landlord claims the Tenant is overusing the utilities and wants to increase the portion payable by the Tenant. The other renter claims the Tenant always drains the hot water tank, and uses electric heaters rather than the oil furnace to heat the rental unit, and has complained to the Landlord about this. However, this other renter has now vacated the other rental unit.

The Tenant wants the utilities transferred into the name of the Landlord. The Landlord wants the Tenant to put the utilities in the Tenant's name.

When the other renter moved out he took the tools used to perform the grass cutting and yard maintenance. The tenancy agreement had a hand written note in it regarding yard work, outside maintenance and grass cutting, which the Tenant was to perform.

The Landlord claims the Tenant does not do his share of the work on the yard, which was agreed to be a 50 – 50 split between the two units. The Tenant claims that he has no tools to do the yard work with now the other renter has left.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find that the Tenant is entitled to some of the relief sought, and I make the following orders:

The Landlord is required to repair the stove. The stove is at least 20 years old and the Landlord had no evidence to show the Tenant was negligent and broke the stove. Therefore, **I order the Landlord to immediately repair, or replace, the stove.**

The parties had agreed at the outset that the Tenant would pay 65% of the utilities, and the Landlord is not allowed to change this under the Act. **Therefore, I order that the Tenant shall continue to pay 65% of the utilities for the rental unit.**

The Landlord has established a pattern of having the utilities put into the name of one of the renters at the rental unit. At the time of the hearing, the Tenant had put the utilities into his name. I see no reason to vary this, and therefore, **I order that the Tenant keep the utilities in his name.**

Lastly, the Tenant is required to perform yard work under the tenancy agreement, which includes grass cutting and yard maintenance. The Landlord was specific about the work the Tenant is required to do, which does not include tending the large rose flower

beds at the rental unit. However, the Tenant does not have the equipment to do lawn mowing and yard other maintenance. Therefore, **I order the Landlord to provide a lawn mower and other tools for the Tenant to use to perform the yard work.** If a new renter moves into the other rental unit the Tenant must arrange to do 50% of the yard work and maintenance with the other renter. Until then the Tenant must perform all of the required yard work.

Lastly, the Tenant may deduct \$50.00 from one month of rent to recover the filing fee for the Application.

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: March 16, 2010.

Dispute Resolution Officer