



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MT, CNR, OLC, RP

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Ten-Day Notice to End Tenancy for Unpaid Rent dated May 1, 2010, to dispute an illegal rent increase, for an order to compel the landlord to comply with the Act and an order for repairs.

At the outset of the hearing the parties advised that the matter of rent was resolved and the Ten-day Notice was therefore not enforceable and will be cancelled.

Both the landlord and the tenant appeared and each gave affirmed testimony in turn.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

- Whether or not there was an illegal rent increase imposed by the landlord.
- Whether the tenant has proven to be entitled to an order for repairs.
- Whether the tenant is entitled to an order to force the landlord to comply with the Act.

The burden of proof is on the applicant to prove the claims and requests contained in the tenant's application.

Background and Evidence

The tenancy began in March 2010 with rent set at \$800.00. The tenant testified that there were leaks coming from the bathroom of the unit above his rental unit which the landlord refused to address. The tenant submitted photos of the leaking and damaged ceiling.

The landlord acknowledged that there was a small leak, but stated that this was attributed to the upstairs tenant failing to keep the floor dry. The landlord pointed out that the plumbing in the unit above was newly installed and was not likely to be leaking. The landlord stated that water only appeared when the tap was running. The landlord added that one reason the matter was not pursued was because the work would require the tenant's ceiling to be opened up in order to investigate the leak and this would be easier to do when the tenant moved out of the unit and it was vacant.

Analysis

I find that section 32 of the Act imposes responsibilities on both the landlord and the tenant for the care and cleanliness of a unit. A landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, having regard to the age, character and location of the rental unit to make it suitable for occupation by a tenant. A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

In regards to leaking water pipes or drains, under the Act this would be one of the landlord's responsibilities and the expectation is that plumbing fixtures and pipes will be maintained, repaired or replaced as necessary without undue delay by the landlord.

A mediated discussion ensued and the parties reached an agreement under the following parameters:

- The landlord will have a professional inspect and repair the water leak, disassembling the tenant's ceiling if necessary and this will commence within two weeks. The expected the duration of the repair work is anticipated to take one week to complete once started.
- The tenant will cooperate in assisting the landlord by permitting access as necessary and allowing the repair to proceed without interference..
- The parties will communicate with each other in writing and will deliver concerns or complaints to each other in written form.

Conclusion

Based on the mutually agreed-upon terms, I find that the parties have resolved the tenant's complaint and therefore no order will be issued.

If any future disputes arise that cannot be resolved in regards to this repair issue, either party is at liberty to make application for dispute resolution. In consideration of the mutual agreement reached, this application is dismissed with leave to reapply.

May 2010

Date of Decision

Dispute Resolution Officer