



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes ERP, PSF, AAT, O

Introduction

This hearing dealt with an application by the tenant for an order requiring the landlord to perform repairs, provide services or facilities and permit the tenant's guests access to the rental unit. Despite having been personally served with the application for dispute resolution and notice of hearing on June 19, the landlord did not participate in the conference call hearing.

At the hearing the tenant advised that she wished to dispute a notice to end tenancy. The tenant claimed that although her application did not indicate that she wished to dispute the notice, the evidence she provided with her application indicated that she was disputing the notice. Having carefully read through the tenant's narrative which was included with her application for dispute resolution, I find that it does not clearly state that she was disputing the notice to end tenancy. I find that the landlord would not reasonably have been aware that this hearing would deal with the notice to end tenancy and therefore decline to permit the tenant to amend her application to include a claim to dispute the notice to end tenancy.

Issues to be Decided

Should the landlord be ordered to perform repairs?

Should the landlord be ordered to permit the tenant's guests access to the rental unit?

Background and Evidence

The tenant testified that in May she advised the landlord that the refrigerator did not work in that the freezer compartment refrigerated items therein and the refrigerator

compartment did not cool items at all. The tenant further testified that she had complained to the landlord that her porch is rotting and requires replacement or repair.

The tenant testified that the landlord has told her that she cannot have overnight guests unless they pay a \$15.00 per night charge.

Analysis

I accept the tenant's undisputed testimony and find that the refrigerator requires repair or replacement. **I order the landlord to repair or replace the refrigerator no later than August 20, 2010.** If the tenancy continues and the landlord fails to comply with this order, the tenant is free to make a further application seeking compensation for the loss of use of the refrigerator.

I dismiss the tenant's claim for an order that the landlord repair or replace the porch. The tenant provided no photographs of the porch or other evidence to show the extent of the problem and I am not persuaded that the landlord should be ordered to perform repairs to the porch.

I find that by charging a guest fee, the landlord is unreasonably restricting access to the rental unit by the tenant's guests. **I order the landlord to cease charging a fee for overnight guests.**

Conclusion

The landlord is ordered to repair or replace the refrigerator and to stop charging a fee for the tenant's overnight guests.

Dated: August 11, 2010

Dispute Resolution Officer