



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, MNDC, RP. PSF, RR. FF

### Introduction

This was the hearing of an application by the tenant for an order cancelling a Notice to End Tenancy for cause, for a repair order, a monetary order an order requiring the landlord to provide services or facilities and for a rent reduction. The hearing was held at the Residential Tenancy Office in Burnaby. The tenant attended as did the landlord and his agent.

### Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Should the landlord be directed to perform repairs?

Is the tenant entitled to a monetary order and if so in what amount?

### Background and Evidence

On October 29, 2010 the tenant applied for a repair order, a monetary order and for other relief. The landlord served the tenant with a one month Notice to End Tenancy for cause on November 10, 2010. The tenant then amended her application to include a claim to cancel the Notice to End Tenancy.

The landlord did not submit evidence in response to the tenant's application or in support of the Notice to End Tenancy. The principal ground for ending the tenancy was the landlord's claim to have been put to extraordinary expense because the tenant refused to allow the landlord's tradesmen to enter the rental unit to perform repairs requested by the tenant. The tenant said that the landlord spoke to her about performing repairs to her sundeck; he wanted to have the repairs done when it was not raining. The tenant said the landlord's workmen came to perform work on a rainy day

and she told them that they should call the landlord before starting work. the landlord's agent said that the rental unit was crowded and messy when it was first inspected, but on a subsequent visit it had been cleaned and the overcrowding and cleanliness was no longer an issue.

The tenant testified that she has lived in the rental unit for some eleven years and no repairs or improvements have been performed during that time. She has recently submitted written requests to the landlord to asking him to repair the balcony, fix the sliding door to the balcony, paint the rental unit, replace the carpet and replace the linoleum in the kitchen and bathroom. The tenant also claimed that the bath tub needed replacement, a blind needed to be replaced and the door to her suite required a repair because it does not fit properly and allows cold air into the rental unit. At the hearing the tenant suggested that the bathtub should be re-enamelled and the leak at the base of the tub fixed.

The landlord agreed at the hearing to perform some, but not all of the repairs specified by the tenant.

### Analysis and Conclusion

The landlord did not provide convincing evidence in support of his claim that there were sufficient grounds to end the tenancy. I order that the Notice to End Tenancy dated November 10, 2010 be, and is hereby cancelled. The tenancy will continue.

The landlord has agreed to repair the balcony, including the floor and railing. The landlord will replace the linoleum in the bathroom and kitchen and he will repaint all rooms in the rental unit. The landlord did not agree with the tenant's request that the carpet be replaced and he was not prepared to replace the bathtub. The landlord offered to have the carpet professionally cleaned and then to assess whether it should be replaced. The tenant said she would be content if the carpet was cleaned and if she is provided with some new carpet to cover some worn or torn sections of the original carpet. The landlord agreed with her proposal.

The landlord also agreed to fix the entrance door to exclude the draught entering the rental unit through a gap between the door and the door frame.

The landlord agreed to perform the interior repairs and renovations in the approximate period of one month from the date of this decision. He will perform the balcony repairs when weather permits and the tenant agreed that the balcony work may be delayed until spring.

Based on the evidence presented and the agreement of the parties, I order that the landlord perform the following work to the rental unit:

- Paint the interior of the rental unit
- Replace the kitchen and bathroom linoleum, seal the bottom of the bathtub at the floor
- Repair the entrance door to exclude draughts
- Professionally clean the carpet and provide some additional carpet to cover the area where the carpet is badly worn or torn
- Fix the rollers on the balcony sliding door
- Inspect the bathtub and refinish or re-enamel it if the work is necessary
- Repair the balcony and balcony railing when weather permits

The tenant has leave to apply for a rent reduction if the work, except for the balcony work, has not been completed by January 15, 2011.

The tenant's application for a monetary order is dismissed.

Dated: November 25, 2010.

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