



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: *ERP RP, OPT*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to comply with the *Act* and conduct emergency repairs. The tenant also applied for an order of possession. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the advocate for the tenant stated that the tenant has applied for an order of possession in error and requested that this portion of the application be withdrawn. Since the tenant is residing in the rental unit, her application for an order of possession is moot and accordingly dismissed.

Issues to be decided

Is the landlord negligent with regard to maintaining the rental unit?

Background and Evidence

The tenancy started on August 01, 1992. The landlord subsidizes the monthly rent. The tenant's portion is \$375.00.

The tenant stated that she would like the landlord to repair the water damage in the washroom and the kitchen. The tenant stated that she had notified the landlord ten years ago and when he did not carry out repairs, she did so herself.

The landlord stated that he was never informed of any required repairs until he received the notice of this hearing.

Since then he has inspected the suite and noted the damage. He stated that some of the damage has been caused by the tenant and she will be billed for repairs. The landlord plans to carry out the repairs shortly. The tenant agreed to send the landlord a written list of required repairs.

Analysis

Based on the sworn testimony of both parties, I find that the tenant has not proven that the landlord failed to meet his obligations under to *Act* with regard to providing repairs and maintenance that are essential to the tenant's use of the rental unit as living accommodation. The tenant did not advise the landlord of the required repairs and the landlord has agreed to take necessary action upon receipt of the same.

Conclusion

The tenant's application is dismissed in its entirety.

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: February 17, 2011.

Residential Tenancy Branch