



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes RP, FF

Introduction

This matter dealt with an application by the tenant to obtain an Order for the landlord to make repairs to the unit, site or property and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was sent by registered mail to the landlord on February 03, 2011. The landlord was deemed to be served the hearing documents on February 08, 2011, the fifth day after they were mailed as per section 90(a) of the *Act*.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issue(s) to be Decided

Is the tenant entitled to an Order for the landlord to make repairs to the unit, site or property?

Background and Evidence

Both Parties agree that this tenancy started on August 01, 2010. Rent for this unit is \$1,200.00 per month and is due on the 1st of each month. This is a fixed term tenancy which is due to expire on July 31, 2011.

The tenant seeks an Order for the landlord to provide screens to the windows of her rental unit. The tenant states her son has a condition where he is nervous of ladybugs which get into the unit and this has affected his sleep patterns. The tenant states she has asked the landlord on many occasions to fit the windows with screens but the landlord has only fitted the door with a screen. The tenant agrees that the windows were not fitted with screens at the start of her tenancy and there was no mention of screens in the tenancy agreement.

The tenant states that due to her sons' condition she has spoken to the landlord about moving from the rental unit if the landlord refuses to fit screens at the windows.

The landlord testifies that the windows did not have screens at the start of the tenancy and the tenants agent looked at the property several times on behave of the tenant before the tenancy commenced. The landlord testifies that the tenant did not mention her sons' condition and as she has lived in Canada previously she would have been aware of the Canadian environment and should have looked at renting a unit which already had screens.

The landlord testifies that she did agree to install a screen on the door but states she is not obligated to fit window screens and cannot afford to do so. The landlord states she sympathises with the tenants sons condition and states she contacted the Strata about spraying the lady bugs outside the unit but they would not do this. She states she also spoke to a company about spraying the ladybugs but was told they do not do this as the ladybugs are harmless.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. The tenant has applied for an Order for the landlord to make repairs to the rental unit and has requested the landlord to fit window screens to the unit. However there is nothing in the tenancy agreement between the parties that states the windows

will be fitted with screens and no verbal or other agreement is in place between the Parties *where* the landlord has agreed to fit screens at the windows. The *Residential Tenancy Act* s. 32 says 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, and make it suitable for occupation by a tenant. The Act does not specify that the landlord must add screens to the windows and no repairs are required to the unit. Consequently, I find the landlord did not have an agreement to provide screens to the windows of the rental unit and is not obligated to do so after a tenancy agreement has been entered into. Therefore, I find the tenants' application for an Order for the landlord to make repairs is dismissed.

As the tenant has been unsuccessful with her claim I find she must bear the cost of filling her own application.

Conclusion

The tenants' application is dismissed without leave to reapply.

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 18, 2011.

Residential Tenancy Branch