



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, RP, RR, FF

### Introduction

This hearing was convened in response to an application filed by the tenant who is seeking:

1. An Order compelling the landlord to comply with the Act;
2. An Order compelling the landlord to make repairs;
3. An Order allowing the tenant to reduce his rent for repairs, services or facilities agreed upon but not provided;
4. An Order to recovery the filing fee for the cost of this application.

Both parties appeared at the hearing and gave evidence under oath.

### Issue(s) to be Decided

Has the tenant met the burden of proving that he is entitled to the Orders sought?

### Background and Evidence

The tenant testified that he has lived in the suite for 12 years and the suite requires maintenance. The tenant says he has written several letters of complaint and has received no cooperation from the landlord. In his oral testimony the tenant says he is also seeking \$2,400.00 in damages.

The landlord submits that this has not been a happy tenancy and there have been numerous complaints which the landlord has addressed. The landlord submits that in any event they agree to have the rental unit painted and install new carpeting. The walls will be sanded, patched and repaired as part of the painting process. The landlord says painting and carpet replacement can be performed within about 5 days and these jobs will be undertaken within the next 30 days. The landlord submits that they will require the cooperation of the tenant in moving his furniture and in allowing the contractor into his suite to complete the work.

Analysis

The landlord has agreed to make the repairs required. I therefore decline to issue an Order compelling the landlord to comply with the Act or to make repairs. Should the landlord fail to install new carpeting or repaint the rental unit as set out above, the tenant is given leave to reapply for an Order compelling the landlord to make these repairs.

While the tenant has stated he wished to reduce his rent for repairs, services or facilities agreed upon but not provided I find that the tenant has failed to show that the landlord was refusing to make repairs or supply services or facilities agreed upon but not provided. I therefore decline to allow the tenant to reduce his rent. Further while the tenant has made an oral request at the hearing for \$2,400.00 in compensation, he has not set that claim out in this claim in his Application for Dispute Resolution and the landlord has not had notice of this claim. As the landlord has not had notice of this claim I decline to make such an award. Should the landlord fail to install new carpeting or repaint the rental unit as set out above, the tenant is given leave to reapply for an Order compelling the landlord to make these repairs.

I decline to allow the tenant recovery of the filing fee because the landlord has agreed to make the repairs in which case this matter may have been resolved between the parties without the necessity of a hearing.

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*.