



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, ERP, RR

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application requesting return of the security deposit and Orders the landlord complete emergency repairs and repair to the unit.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent on December 13, 2011, to the landlord via registered mail at the address noted on the Application. A Canada Post tracking number was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the landlord did not appear at the hearing.

Preliminary Matters

The tenant submitted a copy of a 10 Day Notice Ending Tenancy; however, the tenant has not applied to cancel a Notice ending tenancy.

As the tenancy has not yet ended, the portion of the application requesting return of the deposit was not considered. The tenant has leave to reapply should the deposit not be disbursed at the end of the tenancy, as provided by the Act.

Issue(s) to be Decided

Is the tenant entitled to return of the deposit paid?

Must the landlord be Ordered to make emergency repairs and repairs to the unit?

Background and Evidence

The tenancy commenced in November 2009, rent is \$510.00 per month, due on the first day of each month. A deposit in the sum of \$205.00 was paid.

The tenant did not make any evidence submissions. He testified that that bathroom in his bachelor apartment is collapsing and that the landlord has not made any repairs. The tenant stated the unit has mould around the windows, that the paint is peeling in the unit and that the bathtub is rusty. The balcony is also unsafe.

The landlord was last in the unit in May 2011, and the tenant last complained to the landlord in August of this year.

Analysis

Section 32 of the Act provides, in part:

32 (1) *A landlord must provide and maintain residential property in a state of decoration and repair that*

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In the absence of evidence that the tenant has made a specific request to have the alleged deficiencies addressed I have determined that there is insufficient evidence supporting repair Orders. The tenant last spoke with the landlord in August, 2011; and has not provided any evidence of the deficiencies in the unit. However, the tenant has raised these issues, therefore; I find and Order the landlord to enter the unit within a reasonable period of time, but no later than January 13, 2012, to inspect the unit for repairs that may be necessary to ensure the unit complies with the Act.

I Order the landlord to provide the tenant with a detailed, written assessment of the rental unit no later than January 20, 2011, detailing any planned repairs that will be completed. The landlord will then have a reasonable period of time to complete the repairs.

The tenant is at liberty to reapply should the landlord fail to comply with the Act.

Conclusion

The landlord has been Ordered to inspect the unit, provide the tenant with a copy of a detailed repair assessment report and to complete any required repairs within a reasonable period of time.

The tenant has 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: December 29, 2011.

Residential Tenancy Branch