



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, RR, FF

Introduction

This matter dealt with an application by the Tenant for an Order requiring the Landlord to make emergency repairs or general repairs and to recover the filing fee for this proceeding. The Tenant withdrew his application for a rent reduction.

Issue(s) to be Decided

1. Are repairs necessary?

Background and Evidence

This tenancy started on September 15, 2010. The Tenant rents the whole property and resides on the upper floor and his daughter and her family reside on the lower floor.

The Tenant claimed that at the beginning of the tenancy, the Landlord's caretaker did not do a move in condition inspection but instead advised him to make a list of any deficiencies. The Tenant said that after approximately a month he gave the Landlord's caretaker a list of repairs that were needed but nothing was done. The Tenant said he approached the Landlord's caretaker a number of times thereafter about the repairs but was told that he did not have time to do them. The Tenant said he was advised by the Landlord's caretaker that he would fix a broken fence and shed in the Spring of 2011 but that was not done.

The Parties met in the fall of 2011 and the Landlord agreed to remove the broken fence and shed but that was not done. On December 18, 2011, the Tenant sent the Landlord a letter outlining his concerns about the outstanding repairs. The Tenant said the Landlord came to the rental property in late-January or early-February of 2012 with a contractor to verify if the repairs were necessary but the repairs did not start in mid-April 2012, after he filed his application for dispute resolution. The Tenant claims, however, that a master bedroom sliding door on the lower floor has not been installed, the fence and shed have not been repaired and there is pruning debris that has not been removed since the Fall of 2011.

The Landlord claimed that he thought all of the repairs had been done but was only recently advised that his maintenance person was having difficulty locating parts for the bedroom door. The Landlord said he will re-instruct his maintenance person to remove the broken fence, shed and pruning debris.

Analysis

Section 32(1) of the Act says that “*a Landlord must provide and maintain residential property in a state of decoration and repair that complies with health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*”

I find that at the beginning of the tenancy, the Tenant requested that a number of repairs be made but that many of these were not made until approximately 18 months later. The Landlord claimed that he would instruct his caretaker to make the final repairs. However, given the unreasonable length of time that it took the caretaker to make the other repairs, I am not convinced that this is a matter of great importance to the Landlord and/or his agent. I find that the dilapidated fence and shed are not only an eyesore but also pose a potential safety risk. Consequently, ***I Order the Landlord pursuant to sections 32 and 62(3) of the Act finish the outstanding repairs (ie. the bedroom door, the fence and shed and garden debris removal) no later than May 31, 2012.*** If the Landlord fails to do so, the Tenant may apply for an Order authorizing him to do so and to recover the cost from the Landlord.

As the Tenant has been successful in this matter, I find pursuant to s. 72(1) of the Act that he is entitled to recover from the Landlord the \$50.00 filing fee for this proceeding and I Order that he may deduct that amount from his next rent payment when it is due and payable.

Conclusion

The Tenant's application is granted on the above-noted terms. 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: May 09, 2012.

Residential Tenancy Branch