



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, RR, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order for the landlord to make repairs to the rental unit and property, a request to allow the tenant to reduced the rent for repairs, services or facilities agreed upon but not provided, and request for recovery of the filing fee

### Background and Evidence

The applicants testified that:

- This rental unit is in need of an extensive amount of maintenance and repairs which the landlord promised to do.
- The work was not getting done and therefore they sent a registered letter to the landlord on July 30 2012 which was picked up on August 8 2012, listing all the items that needed attention.
- We also applied for dispute resolution on August 7 to get an order for the landlord to do the required repairs.
- The landlord has subsequently dealt with some of the problems but not all.
- There is still a lot of work to do at this rental unit and the landlord is not doing the work in a timely manner, coming over only one day a week to work on the rental unit.

- We want the work done more quickly than it is and would request a rent reduction until the work is completed.
- The landlord has also stated that the carpet in the downstairs family room could not be cleaned because it was too worn and old, and this concerns us because we believe that it is a requirement by law to have the carpet cleaned when they vacate.
- They are also responsible for the garden beds, however the beds have been given to them in very poor condition and they therefore do not believe they should be responsible for maintaining the garden beds any longer.

The respondent testified that:

- This is an older 1970s home that is showing normal wear and tear for a home of its age.
- An extensive amount of renovating has been done to the home before the tenants even took possession of the rental unit.
- The tenants agreed to rent as is, knowing that work would be ongoing during the tenancy and he is still fully willing to continue working on this rental unit.
- Ms. F stayed in the rental unit all of June and signed the rental agreement on June 22 and I fail to understand why they would go ahead with the lease if they were so dissatisfied with everything.
- He had previously received an e-mail from the tenants stating many of the things that were required before they moved in, and these were all addressed during the latter weeks of June.
- He was not aware that there were further problems as he had not received the e-mails that the tenant claims to have sent. He notes that the e-mail address is from a business, and he was not aware that that was their business address, and may have deleted the e-mails thinking it was junk mail.
- He has completed a lot of the work requested on the registered letter he received, and is fully willing to continue with ongoing upgrades to the rental unit.
- He did tell the tenants that the downstairs carpet could not be cleaned, however he does not expect the tenants to clean the carpet when they vacate either, and they will not be held responsible for cleaning that carpet.
- The flowerbeds do need some more work, and they plan to do that work in the spring to get them ready for using by the tenant.
- They believe they are working in a reasonable manner to rectify any needed problems at this rental unit, but keep in mind this is an older unit and they do not feel they should have to upgrade the unit to new standards when the tenants were fully aware that it was an older unit they were renting.

### Analysis

It is my finding that the landlord is making a reasonable effort to complete any repairs needed to this rental unit.

The tenant has sent an extensive list to the landlord; however that registered letter was not received by the landlord until after the tenants had already applied for dispute resolution. It is my decision that the landlord must be given a reasonable amount of time to rectify the issues listed in the registered letter.

The tenant stated that they believe the landlord had been ignoring e-mails from them; however I accept the landlord's explanation that he was unaware of the name of the tenant's business and that some of the e-mails may have been inadvertently deleted as junk mail.

I also accept the landlord's testimony that the tenants were informed that the repairs would be ongoing during the tenancy. I find it unlikely that the tenants would have signed the tenancy agreement after having been in the unit for almost a month if they were unaware of the fact that repairs would be ongoing.

Further this is an older home and the tenants cannot expect to have the home brought up to new standards.

### Conclusion

I am not willing to issue any repair orders at this time, nor am I willing to issue a rent reduction. This application is dismissed.

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: September 13, 2012.

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Residential Tenancy Branch