



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for an Order for the landlord to make emergency repairs for health and safety reasons; to make repairs to the unit, site or property; and to recover the filing fee from the landlord for the cost of this application. At the outset of the hearing the tenant withdrew his application for an Order for the landlord to make emergency repairs.

The tenant and landlord attended the conference call hearing and gave sworn testimony. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

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

The parties agree that the tenant moved into the rental unit on April 01, 2008 and entered into a new month to month agreement with the landlord when he became the principal tenant on either December, 2011 or January 2012. Rent for this unit is \$925.00 per month.

The parties agree that they have been working amicable together to try to resolve the repair issues required in the tenants bathroom since March, 2012. Both parties agree as to the nature of the repair work and agree the landlord is responsible for the repair.

The tenant testifies that the bathtub surround needs to be replaced and there may also be water damage resulting in mould issues on the drywall behind the tub which will require attention or replacement.

The landlord testifies that he has been working with the tenant to get quotes from contractors to do this work however when the landlord notified the Strata Council for the building about the repair work the Strata Council Chair person informed the tenant and landlord that any contractors used in the building must provide proof that of a business license, Work safe BC registration and insurance and registration under BC Homeowners Protection Act.

The landlord testifies that the first two contractors they had received quotes from could not or did not want to produce these documents and therefore the work has been delayed due to the demands put upon the landlord and the contractors by the Strata Council. The landlord testifies that had he started the work using a contractor that was not approved by the Strata Council then the Strata Council informed the landlord that they would have the right to stop the work.

The landlord testifies that he has recently spoken with another member of the Strata Council who informed the landlord that the Chair person had not notified all members of the Council of the repair problems and other units may also have to be inspected to ensure they are not suffering from the same issues in the bathrooms. The landlord testifies that this Council member has now sent the landlord a name of a contractor and the landlord will contact this contractor to ensure he has the correct documentation required by the Strata Council.

The tenant requests an Order for the repairs to be made and both Parties are satisfied with this repair Order having a date of 90 days for repairs to be completed.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. I refer the parties to s. 32(1) of the *Residential Tenancy Act (Act)* which states:

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.

There is no dispute between the parties that the repair work in the tenant's bathroom needs to be completed. I find the parties have been working together to try to resolve this issue but their hands have been tied by the Strata Council in asking for proof of contractors business license, Work safe BC registration and insurance and registration under BC Homeowners Protection Act. This has put additional pressure on the landlord to find contractors that hold all of these documents to satisfy the Strata Council.

The parties agree that the Strata Council have now assisted the landlord by providing a name of a contractor that could be suitable to do this work and the landlord will make further attempts at resolving this issue by contacting this contractor as soon as possible. Therefore I am satisfied that the tenant has established a claim for an Order for the landlord to make repairs to the bathroom in the unit and I order the landlord to do so within 90 days of receiving this decision.

If the repair work is not completed within 90 days the tenant is at liberty to file an application for compensation against the landlord.

Conclusion

The tenant's application is upheld. An Order for the landlord to make repairs to the tenant's bathroom has been issued to the tenant for the landlord to comply with s. 32(1) of the *Act* and ensure repairs are carried out to the tenant's bathroom within 90 days of receiving the Order. The tenant must serve the landlord with a copy of the Order.

As the tenant has been successful with this application I find the tenant is entitled to recover the \$50.00 filing fee for this proceeding and may deduct that amount from the tenants next rent payment.

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: January 24, 2013

Residential Tenancy Branch

