



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, RP, O

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing by registered mail on June 3, 2013. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order that the landlord clean her exterior windows and repair the bathroom shower faucet?

### Background and Evidence

The tenancy began in October 2009. The rent is \$475 per month payable on first day of each month. The tenant(s) was uncertain whether she paid a security deposit.

The tenant testified that she lives on the third floor and her exterior windows are extremely dirty. She testified that she has cleaned those windows in the past. However, she has suffered an injury and is physically unable to clean them. She testified the rental unit is close to a school and every school day there are 10 to 12 school buses spreading their exhaust fumes. She further testified the bathroom shower faucet is leaking.

The landlord testified that the windows need caulking before they can be cleaned. However, the weather has made it impossible to complete the caulking job. Further, the landlord is facing significant expense in dealing with damage in units caused by other tenants.

### Analysis

Policy Guideline #1 includes the following statement:

#### **WINDOWS**

1. At the beginning of the tenancy the landlord is expected to provide the tenant with clean windows, in a reasonable state of repair.
2. The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy. The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.

I determined it is the landlord's responsibility to clean the exterior windows and fix the faucet. As a result I made the following order:

I order the landlord do the following:

1. Clean the exterior windows of the tenant's rental unit by July 15, 2013.
2. Fix the bathroom shower faucet by June 30, 2013.

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: June 20, 2013

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Residential Tenancy Branch

