



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, OLC, RP

Introduction

This is an application filed by the Tenant for an order for emergency repairs for health or safety concerns, for an order for the Landlord to comply with the Act, Regulations or Tenancy Agreement and an order for repairs to the unit, site or property.

Both parties attended the hearing by conference call and gave testimony. The Landlord has confirmed receiving the Tenant's notice of hearing package and the submitted documentary evidence. The Landlord has not submitted any documentary evidence.

During the hearing, the Tenant's Agent withdrew portions of the Application specifically item numbered 3, 5 and 8 as listed in the details of dispute. The remaining items were dealt with in this hearing.

Issue(s) to be Decided

Is the Tenant entitled to an order for emergency repairs?

Is the Tenant entitled to an order for repairs and to comply with the Act, Regulations or Tenancy Agreement?

Background and Evidence

Both parties agreed this Tenancy began on August 1, 2013 with no signed tenancy agreement and no condition inspection report for the move-in.

The Tenant's Agent states the Landlord refuses to acknowledge her when requested to do so by her mother the Tenant in communicating tenancy issues. The Tenant refers to an incident on August 12, 2013 where she states that the Landlord was yelling and

raising her voice to the Tenant over the phone when the Tenant was expressing her concerns to fix the freezer door panel. The Landlord does not directly object to this but states that she feels that it is very inefficient in communication. The Landlord has also acknowledged the August 12, 2013 and has stated that she has expressed her apologies to the Tenant verbally and has stated that it was due to a miscommunication on her part. The Landlord states that the freezer door panel does not lock closed, but is still functional. The Landlord stated that she would consent to try and locate a replacement door panel for the freezer, but that it was unlikely as it was an old refrigerator. The Tenant seeks the completion of the ceiling repairs and a broken storage door. The Landlord stated that this was in the process and was informed by the contractor that the ceiling repairs would be complete by the end of the week following the hearing date on September 13, 2013. The Landlord further states that there is nothing wrong with the storage room door. The door and hinge were removed to allow access to the ceiling spaces to make repairs to the ceiling. The Tenant stated that she was not aware of this and would be content to for the repairs to be completed by September 13, 2013.

Analysis

I find based upon the evidence provided by both parties that the Tenant has established a claim for her requests. The Landlord has confirmed that there has been miscommunication between herself and the Tenant. I find that the Landlord's objections to not have written communication regarding the tenancy between herself and the Tenant's Agent to not be compelling. I find that the advantages of having written communication through the Tenant's Agent, J.R. to outweigh any possible inefficiencies made by the Landlord. The Landlord is ordered to accept written communications from the Tenant's Agent, J.R. and to provide any tenancy issues in writing to the Tenant's Agent.

The Tenant's request for the replacement/repair of the freezer panel door in the refrigerator is dismissed. The refrigerator and the freezer are functional. However, I note that during the hearing the Landlord has agreed to inquire and try to locate a replacement freezer panel door, if possible.

As for the remaining issues made by the Tenant regarding the completion of the ceilings and the broken storage room door, I find that the Landlord has confirmed that the contractor will complete the work for the ceilings and re-install the storage room door during the week ending September 13, 2013 that no order is required.

Conclusion

The Tenant is granted an order for the Landlord to communicate in writing via the Tenant's Agent, J.R.

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 04, 2013

Residential Tenancy Branch

