



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord complete repairs.

The hearing was conducted via teleconference and was attended by the tenant, her advocate and witness and the two agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order to have the landlord complete repairs to the rental unit, pursuant to Sections 32 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on April 1, 2011 and is currently a month to month tenancy with monthly rent in the amount of \$820.00 due on the 1st of each month with a security deposit of \$400.00 paid.

The tenant submits that shortly after moving in to the rental unit she noticed that the bathroom sink and bathtub had visible signs of the deterioration of the coating. The parties agree the landlord was informed of the problem relatively early in the tenancy and that the tenant had requested repairs both verbally and in a written letter in July 2013.

The landlord acknowledges that the work is required and that they are intending to complete the work, however, if other more pressing expenses occur then the more pressing work will need to be completed first. As an example, the landlord identified a unit that was recently vacated and has required \$3,000.00 worth of repairs in order to make it rentable again.

During testimony the landlord heard that the tenant has a disability and requires the bathtub to be comfortable for her use. He indicated that this would raise the priority of the repairs required.

Analysis

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

While I accept that the landlord may require funds to address the condition of other rental units when a party leaves that unit or other issues that arise I note that there is no statutory obligation that considers prioritizing the landlord to make those repairs to vacant units. In fact, the only statutory obligations a landlord has are with parties with whom they have entered into tenancy agreements.

In addition, often the funds for repairs made to units that have been vacated by former tenants are recoverable for the landlord. As such, I find there is no reason why the landlord should be restricted in performing their obligations under Section 32 or that a current tenant should need to wait for the landlord to comply with these obligations so that a perspective tenant may benefit.

As the landlord does not disagree that the work is required I find that the landlord should complete the work as soon as possible and without delay.

Conclusion

I find the tenant is entitled to an order requiring the landlord complete repairs to or replacement of the bathtub and bathroom sink no later than June 30, 2014.

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: April 28, 2014

Residential Tenancy Branch

