



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, LRE, OLC, PSF, RP, RR, FF

Introduction

This was a hearing with respect to an application by the tenant for an order directing the landlord to perform repairs and for other relief. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing

Issue(s) to be Decided

Are there repairs that the landlord should perform?

Background and Evidence

The rental unit is a house in Vancouver. The tenancy began in 2010. The tenant complained that there are necessary repairs that need to be performed by the landlord and she has ignored the tenant's requests and neglected or refused to make the repairs. In the application for dispute resolution filed on April 25, 2014 the tenant complained about the following:

- Garburator and under sink plumbing leak
- Problem with master bedroom window latches
- Garage and carport falling apart – constitutes a safety hazard
- Hardwood floors require refinishing due to splinters

The tenant complained about the failure to perform a condition inspection and potential issues when the tenancy ends. He also complained about delays in by the landlord in performing repairs and what he described as verbal abuse by the landlord. The tenant said that the landlord failed to respond to a letter given to her on February 28, 2014.

The landlord said that she was unaware of the tenant's letter; she thought that the envelope contained post-dated cheques only and did not see the letter. The landlord said that she had responded to the tenants concerns promptly and they had been addressed. With respect to the tenant's concerns about the garage and car port the landlord said that the garage was not a hazard and it would not be torn down, nor would it be replaced. She said that the tenant was aware of the condition of the garage at the

commencement of the tenancy and accepted its condition. If there were any issues with respect to the roof of the garage they would be addressed, as they have in the past.

The landlord agreed that she would have someone inspect the flooring and the bedroom windows and have repairs and refinishing carried out as required. She said that she is not prepared to replace the bedroom windows because they are serviceable.

Analysis

The landlord has agreed to perform inspection and repair of the flooring and the window latches. I consider this to be an appropriate response to the issues presented by the tenant. I direct the landlord to make the necessary inspections and carry out repairs as required. The landlord also said that if there was roofing that needed replacement on the garage or car port she would attend to it, but I accept the landlord's position that the demolition or replacement of the garage is not appropriate.

The tenant requested some unspecified remedy with respect to an inspection of the rental unit in anticipation of the end of the tenancy. The dispute resolution process is not intended to anticipate claims. When the tenancy does end, either party will be free to pursue a claim and to present evidence in opposition to such a claim.

Based on the evidence presented at the hearing, I do not find that there is any need to provide any direction requiring the parties to communicate with each other in a specific way, such as in writing only, as proposed by the tenant.

Conclusion

Save for the directions about inspection and repair stated above, the tenant's application is dismissed. If there are future issues with respect to repairs that cannot be resolved between the parties, the tenant has leave to reapply.

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 16, 2014

Residential Tenancy Branch

