



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            RP, ERP, O, FF

### Introduction

This hearing was convened as a result of the tenants' application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenants applied for an order requiring the landlord to make repairs and emergency repairs to the rental unit.

The tenant and landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, neither party raised an issue regarding the service of the tenants' application or evidence. The landlord did not file documentary evidence.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, respond to the other's evidence, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary matter*-The landlord submitted that he was the only landlord and that the company landlord listed in the tenants' application was not involved with this tenancy. The landlord submitted further that when the tenants' sent a copy of their application and evidence to the company landlord, his privacy was breached by the tenants.

In response, the tenants submitted they were informed by a representative of the Residential Tenancy Branch ("RTB") that they were required to serve that company landlord.

While I have no evidence that this was the case, I accept that the attending landlord is the only landlord, and, as a result, I have amended the tenants' application, excluding the second named respondent.

*Preliminary matter#2*-The tenants had been given an incorrect application form by either the government agent's office or the RTB. In explanation, the first page of the tenants' application was entitled "Tenant's Application for Dispute Resolution;" however, the second page was for

landlords' use only, meaning that the tenants were not able to mark any boxes next to the relief sought, and in this case, for an order for the landlord. The evidence made clear that the relief sought by the tenants was an order requiring the landlord to make repairs and emergency repairs, and the tenants' confirmed as such in the hearing.

#### Issue(s) to be Decided

Are the tenants entitled to an order requiring the landlord to make repairs and emergency repairs to the rental unit and for recovery of the filing fee paid for this application?

#### Background and Evidence

I heard undisputed testimony that this tenancy began on April 1, 2013, monthly rent is \$1450, and the tenants paid a security deposit of \$725.

The tenant's relevant evidence included a listing of repair requests and extensive email communication between the parties.

The tenants had 4 requests of the landlord for repairs, as follows:

*Have an electrician check the house for faulty wiring-*

The tenants submitted that since the tenancy started, they have had electrical sockets repaired several times. In one instance, the refrigerator went out, they notified the landlord of the same, and an electrician attended and made the repair to the socket, according to the tenants. The tenants submitted further that the electrician informed them that the electrical box was faulty and that the entire house needed to be re-wired as the present wiring was a fire hazard.

The tenants submitted further that the landlord informed them he would not provide any more repairs.

In response, the landlord submitted that the electrician attended twice and made the repairs, and that nothing on the electrician's report indicated that an emergency exists.

The landlord suggested that the tenants had overloaded the system.

*Request for roof over the deck to be replaced-*

The tenants submitted that one of the reasons they rented this house was the extended outdoor space provided by a covered deck, as the house itself was on the small side. The tenants submitted further that since they have moved in, the roof has begun leaking, making the surface slippery, as guest has slipped, and preventing them from full use and enjoyment of the entire rental unit.

In response, the landlord submitted that the leaking roof is not an emergency and that the guest could slip on anything. The landlord submitted further that he has contacted contractors to make the repairs, and that they either have not returned his call or promised to fix the leaks, when they have time. The landlord suggested that it was difficult to get contractors to the home for minor work.

*Request to have the ceilings painted-*

The tenants submitted the ceilings were water damaged last summer when the roof leaked, and that although the leaks were repaired, they were left with stained ceilings in the dining room, kitchen, and bedroom. The tenants submitted further that the landlord agreed to have the ceiling repainted, but has failed to do so.

In response, the landlord submitted he did have a contractor agree to do the work when he had time, and that he has obtained quotes for the work.

*Request for a central vacuum hose-*

The tenants submitted that the rental unit was advertised as having a central vacuum, but that there was no hose attachment; however, the tenants confirmed that this was not a major issue.

In response, the landlord submitted that the central vacuum system was very old and that he could not obtain a replacement.

Analysis

Based upon the relevant oral and relevant evidence and a balance of probabilities, I make the following findings:

Section 32 of the *Act* requires that a landlord must provide and maintain a rental unit in a state of 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, makes it suitable for occupation by a tenant.

Section 33 of the *Act* requires the landlord to make emergency repairs where they are urgent, necessary for the health or safety of anyone or for the preservation or use of the residential property; and are made for the purpose of repairing the following: major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, the primary heating system, damaged or defective locks that give access to the rental unit or the electrical system.

*Have an electrician check the house for faulty wiring-*

I find the tenants raised sufficient doubt as to whether or not the wiring in the house is sufficient and needs to be replaced or repaired. Although the landlord stated that the electrician presented that there were no emergencies, I do not find the landlord submitted sufficient evidence to support this statement.

I therefore order the landlord to hire a licensed electrician to attend the rental unit to inspect the electrical wiring and to issue a report of their findings no later than November 15, 2014. I further order the landlord to share the report with the tenants immediately after receiving the report. I further order the landlord to repair and/or address any repairs, deficiencies, or concerns listed by the electrician immediately after receiving the report, or no later than November 30, 2014.

If the landlord fails to have a licensed electrician inspect the electrical system and share the report with the tenants by November 15, 2014, and to comply with the recommendations in the licensed electrician's report by November 30, 2014, the tenants are at liberty to apply for dispute resolution seeking a monthly reduction in rent for a devaluation of the tenancy or for other financial compensation until the recommended repairs are complete.

*Request for roof over the deck to be replaced-*

I find the tenants submitted sufficient evidence to support their request to have the roof over the deck to be repaired, as the deck is a vital part of their use and enjoyment of the rental unit, and that the state of the roof has impacted that use.

I therefore order the landlord to immediately repair the roof over the deck in a good and workmanlike manner, by November 15, 2014.

If the tenants are not satisfied with the deck roof repairs or if they are not completed by November 15, 2014, the tenants are at liberty to apply for dispute resolution seeking a monthly reduction in rent for a devaluation of the tenancy or for other financial compensation until the repairs are complete.

*Request to have the ceilings painted-*

I find the tenants submitted sufficient evidence to support their request to have the ceilings repainted, as I find the landlord has failed to fully remediate the ceilings which were damaged by the leaks.

I therefore order the landlord to immediately repaint the affected ceilings in a good and workmanlike manner, by November 15, 2014.

If the tenants are not satisfied with the ceiling repairs or if they are not completed by November 15, 2014, the tenants are at liberty to apply for dispute resolution seeking a monthly reduction in rent for a devaluation of the tenancy or for other financial compensation until the repairs are complete.

*Request for a central vacuum hose-*

I am not convinced that the landlord is able to find a replacement hose for the central vacuum system, due to the age, and I also find that the lack of the hose has not impacted the use of the rental unit by the tenants. I therefore dismiss their request for a hose replacement.

Conclusion

The tenants' application has been largely successful and orders have been issued to the landlord, as directed above.

I grant the tenants' request for recovery of the filing fee paid for this application, in the amount of \$50. I direct the tenants to deduct this amount from their next or a future month's rent payment in satisfaction of their monetary award, and to notify the landlord when they are making this deduction.

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: October 20, 2014

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Residential Tenancy Branch

