



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COAST REALTY RENTAL MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, PSF, RP

Introduction

The tenant applies for an order that the landlord attend to certain cleaning and repairs and to provide services she claims entitlement to.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenant is entitled to any of the relief claimed.

Background and Evidence

The rental unit is a one bedroom apartment. It is in a strata-titled building. The tenancy started July 1, 2014 for a one year term. The monthly rent is \$800.00. The landlord holds a \$400.00 security deposit.

The tenant testifies that 1) a window in the dining room does not close properly, 2) the microwave supplied in the suite needs cleaning, 3) the seal on the fridge door does not seal, 4) the garage door opener does not work, 5) the covered parking provided does not fit her vehicle, and 6) a venetian blind cord on a window does not lock or hold, causing the blind to fall.

The tenant says she has brought all these items to the attention of the landlord but they remain unfixed. She says that the ad for the premises offered “seven appliances” and that includes the microwave, though the written tenancy agreement does not include it.

She pays for the electrical usage in the apartment and so is concerned that the fridge is costing her extra money to keep cool in light of the failed seal.

The tenant says the garage door opener works only intermittently and then very slowly. She is uneasy about changing its batteries, concerned that she might break it.

The tenant describes her efforts to obtain covered parking and now a covered stall has been provided by the strata council, it is too small for her to reasonably park her full sized SUV type vehicle. She says that she must pull in and out of the stall a few times in order to fit and then cannot reasonably open her door once parked. She says the strata bylaws ensure one covered and one uncovered parking spot for residents. A copy of the bylaws was not submitted by either party.

The tenant says and presents a picture showing that she must tie her blinds cord to the adjacent curtain to keep it from closing down over the window.

The landlord's representative Mr. K. testifies that the fridge seal is worn but is fully sealing. He says the battery must be low in the garage door opener and that the tenant has been told that the building caretaker can change it for her. He says that the microwave was not included in the tenancy agreement.

Mr. K. testified that the secured parking admittedly advertised was not "guaranteed." He has called the property managers for the strata corporation and the tenant was given two spots for this rental unit, one covered, one not covered, both "secured" in a gated area. He notes that the strata bylaws do not provide for covered parking for "residents" implying that only owners of strata units get the covered parking.

Mr. K. says the tenant is not working the blinds properly and that they are not broken. He says the blinds worked properly at the walk through at the start of the tenancy but he is willing to attend to insure they still function properly.

Analysis

Regarding the refrigerator, the tenant's photo appears to show a direct opening into the dark of the fridge. On this evidence I find that the seal has failed. I direct that the landlord attend to repair of this failure within the next 30 days from the date of this decision. If the landlord fails to do so, I authorize the tenant to engage the services of a qualified repairman and to deduct the reasonable cost of doing so from her rent. If there is a dispute about that reasonable cost, the landlord may apply.

I find that the tenancy agreement does not include a microwave. The tenant is therefore free to do as she wishes with the microwave in the unit; clean it at her expense and use it, not use it or dispose of it at her own cost.

Regarding the garage door opener, I consider it most likely that the batteries are low. The tenant is responsible for replacement of those batteries and so I dismiss her claim for a functional opener.

Regarding the parking, I note that the tenancy agreement does not reflect the fact that this building is a strata-titled building. There is no reference to the rental unit being a strata unit, nor any reference to the tenant having to attorn to the strata corporation, strata council or its bylaws, as is common in strata title rental agreements. The matter of parking is therefore a matter between the landlord and tenant. If the landlord promised or contracted to provide parking, it cannot rely on strata rules or bylaws to avoid that obligation.

However, in this case, notwithstanding what the original ad might have said, the written tenancy agreement that the parties ultimately entered into does not impose any obligation on the landlord to provide parking. I find that if the tenant is entitled to parking it is through the strata corporation, not the landlord under the tenancy agreement. She must seek relief from the strata corporation to obtain satisfactory parking. The landlord is obliged to reasonably co-operate with her in that effort.

Regarding the window, the tenant's photo makes it clear the window is not closing properly. I direct the landlord to attend to the repair or replacement of the window so that it fully closes and fully seals with moderate effort and to do so within thirty days following the date of this decision. If the landlord fails to do so, I authorize the tenant to retain a qualified workman to effect the repair or replacement as he or she deems necessary and for the tenant to reduce the reasonable cost of doing so from her rent. If there is a dispute about that reasonable cost, the landlord may apply.

I find it most likely that the locking mechanism on the curtain/blind referred to in the tenant's photo has failed. I understand that the landlord is prepared to inspect it and effect any necessary repair. On this basis I make no direct order for repair. However, if the mechanism is broken and not repaired within thirty days, the tenant may re-apply for a repair order and for damages for the inconvenience of living with a broken curtain/blind mechanism.

Conclusion

The tenant's application is allowed in part as set out above. The tenant does not seek recovery of any filing fee and so I make no order in that regard.

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: November 26, 2014

Residential Tenancy Branch

