



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RP, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions.

The tenant testified that she personally served the landlord with a copy of the tenant's dispute resolution hearing package by handing it directly to him on November 19, 2014. The landlord confirmed receipt of the package and Notice for Hearing. Based on the sworn testimony of the parties, and pursuant to section 89 of the *Act*, I find that the landlord has been served the tenant's dispute resolution hearing package.

### Issues to be Decided

Is the tenant entitled to a monetary award for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order for repairs to the unit or property?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

This month to month tenancy at a townhouse complex began on June 27, 2014. The rental amount of \$680.00 was payable on the first of the month. The landlord continues to hold a security deposit in the amount of \$340.00 paid by the tenant on June 27, 2014.

The tenant lives in the rental unit, a townhouse, with her son. She testified that, on move-in to the residence, there were a variety of repairs that needed to be undertaken. She testified that;

- there were numerous holes in the walls, some as large as golf balls and one as large as a baseball;
- the paint on the walls was very dark;
- there is a loose piece of wall in the bathroom that appears to be getting larger;
- there are wiring/electrical issues (flickering lights, etc.);
- the thermostats have been broken and one still is broken;
- there were broken taps in kitchen and downstairs sink;
- the toilets are not working properly.

The tenant testified that many of the cosmetic damages were apparent to her on first viewing the rental unit however she testified that she rented the unit with the understanding that it would be cleaned and repaired when she moved in. The tenant testified that the repairs and cosmetic work had not been done when she moved in and that she was forced to clean the rental unit on move-in. She testified that she regularly calls the landlord and the property manager but “they just aren’t fast enough getting back” to her or dealing with the issues in her rental unit.

The landlord testified that he and his manager have gone into this rental unit several times to make repairs. He and his property manager both testified that any repairs they have been made aware of by the tenant have addressed. They both also testified that some of the issues that the tenant raised at the hearing had not been previously brought to their attention.

The landlord testified he is willing to address any damage or repairs needed within this unit. However, he and his property manager both testified that there are times that the tenant will not always allow them into the unit to do repairs or inspect for repairs. The property manager provided a long list of repairs that had been done to the rental unit approximately six weeks ago.

### Analysis

Section 32 of the Act describes landlord and tenant obligations to repair and maintain the residential property and the rental unit;

**32** (1) *A landlord must provide and maintain residential property in a state of decoration and repair that*

*(a) complies with the health, safety and housing standards required by law, and*

*(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*

*(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.*

*(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.*

*(4) A tenant is not required to make repairs for reasonable wear and tear.*

*(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.*

The tenant applied for an order to enforce the landlord's obligations to repair the property. In her testimony, she has cited several repairs that she claims need to be addressed within the rental unit. The landlord has agreed to explore and address the issues within her rental unit to her satisfaction. The landlord and tenant both testified that they want this tenancy to continue.

Given the mutual goal of the tenant and landlord, and the obligation of the landlord under the *Act*, I order the landlord to make reasonable repairs on this rental unit by January 31, 2014. To make these repairs, the tenant should provide a list of repair requests to the landlord within 5 days of receiving this decision. Within 10 days of receiving this decision, I order the landlord to make any repairs to the unit that impact health or safety to the tenant and her son.

Based on the testimony of the tenant at the hearing, I order that the landlord address all electrical, heating or plumbing issues within the rental unit within 15 days of receiving this decision.

I note that the landlord will require the compliance of the tenant in allowing access to her rental unit in a reasonable manner to make these repairs.

With respect to the tenant's claim for a monetary award, she has not submitted proof to show, on a balance of probabilities, that she has experienced a loss in the value of her tenancy agreement to the extent that should result in such an award. I therefore dismiss the tenant's claim for a monetary award at this time with leave to reapply should the landlord not comply with the repair orders issued in this decision.

Given that the tenant has been partially successful in her application, I find that the tenant is entitled to recover the \$50.00 filing fee paid for this application.

### Conclusion

I order the landlord to make reasonable repairs on this rental unit by January 31, 2014. I order the landlord to make any repairs that impact health and safety within 10 days of receiving this decision.

I order that the landlord address all electrical, heating or plumbing issues within the rental unit within 15 days of receiving this decision.

I order the tenant to provide a written list of repair requests to the landlord within 5 days of receiving this decision.

I make a monetary Order to the tenant in the amount of \$50.00, which may be implemented by allowing the tenant to reduce her next monthly rental payment by \$50.00.

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: December 18, 2014

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Residential Tenancy Branch

