



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RP, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on May 7, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on February 15, 2015 when the parties entered into a fixed term tenancy agreement that was to end on August 31, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$850. Prior to taking possession the parties conducted a Condition Inspection. The tenant testified at that time the tenant promised to replace the screen door. The screen door had holes in it and could not close properly. The representative of the landlord present also promised to make other repairs which were indicated by asterisk beside the repairs. Those repairs have been completed. The landlord failed to replace the screen door despite being asked on several occasions.

The representative of the landlord testified as follows:

- The screen door is not the landlords. It was installed by the previous tenant. The landlord would normally remove the door prior to the new tenancy.
- The section of the Condition Inspection report for Repairs to be completed at the start of the tenancy has been left blank.
- He was not present at the time of the Condition Inspection.
- The landlord has offered to a magnetic screen door which is not acceptable to the tenant.
- The neighbouring units do not have screen doors.

Analysis

After considering the evidence presented at the hearing I determined the representative of the landlord who was present at the time the Condition Inspection took place promised to replace the door for the following reasons:

- I accept the testimony of the tenant. Further, it is confirmed by the asterisk placed beside the screen door and other items which have been repaired.
- The representative of the landlord who conducted the inspection was not present at the hearing.

Application for a Repair Order

I order that the landlord replace the screen door by June 30, 2015. I further order that the landlord pay to the tenant the sum of \$50 for the cost of the filing fee such sum may be deducted from future rent.

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, 2015

Residential Tenancy Branch

