



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, RR, OLC, MNDC, MNR, PSF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to make emergency repairs.
- b. An order for a monetary order in the sum of \$356
- c. A repair order
- d. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- e. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided

The Details of Dispute attaches a letter that claims the following:

1. Reimbursement of rent since May 01, 2015
2. Refund for the toilet seat in the amount of \$65.
3. Release me from lease
4. Pay my moving expense and other incurred expenses.
5. Return my security deposit.
6. 6 – 15 identifies items for repair.

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 sufficiently served by mailing, by registered mail to where the landlord carries on business.

Issue(s) to be Decided

At the hearing the tenants stated that she did not wish to leave the rental unit and that she was only seeking a repair order at this time. She specifically stated she was not seeking compensation or a monetary order

The issue to be decided is whether the tenant is entitled to an order for repairs?

Background and Evidence

The tenancy began on May 1, 2015 when the parties entered into a one year fixed term tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$425 at the start of the tenancy.

Analysis

The tenant sought an order that the landlord spray for pests. The landlord wanted to do that work. However, the tenant wanted to remain in the rental unit when the spraying was being done. The pest control companies do not allow residents in the rental unit when the spray work is being done. I ordered that the landlord spray the rental unit for pests on the condition that the tenant give the pest control contractors access to the rental unit without her being present.

The landlord agreed to replace the plunger in the sink.

The tenant sought an order that the landlord clean the heaters. The landlord objected saying it is the tenant's responsibility to clean the rental unit. I am satisfied based on the evidence presented that the heaters were not clean at the time the tenant took possession. As a result I ordered the landlord clean the heaters provided the tenant gives the landlord access. I dismissed the claim that the landlord paint the heaters.

The tenant sought an order that the landlord paint the ceiling. She testified stuff was falling from the ceiling. The landlord objected saying the ceilings do not need to be painted. I determined the ceiling is in need of painting and I ordered the landlord painting of the ceiling.

The landlord agreed he would not put chemical fertilizers in the front garden which is underneath the tenant's second floor suite.

Application for a Repair Order

In summary I made the following order:

- a. The landlord spray the rental unit for pests on the condition that the tenant give the pest control contractors access to the rental unit without her being present. Replace the bathroom shower head.
- b. The landlord replace the plunger in the sink.
- c. The landlord clean the heaters provided the tenant gives the landlord access.
- d. The landlord paint the ceiling.
- e. The landlord stop using chemical fertilizers in the garden below the tenant's suite.

I further order that the repairs be complete by January 7, 2016. .

All other claims raised in the tenant's application are dismissed without leave to re-apply.

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 14, 2015

Residential Tenancy Branch

