



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding United Seniors Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OLC, FF

Introduction

This hearing concerns the tenant's application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / and recovery of the filing fee. The tenant and the landlord's agent (the "landlord") attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit which is the subject of this dispute is located within a 4 storey building constructed in 1990. The tenant's unit is 1 of what are 52 units in the building.

Pursuant to a written tenancy agreement, copy of which is not in evidence, the tenancy began on August 01, 2011. Monthly rent is \$617.00, and a security deposit of \$200.00 was collected.

By date of March 04, 2015, the landlord issued an "inspection notice" to tenants. In part, the inspection notice reads as follows:

The purpose of the inspection is to provide information to the Board of Directors for general maintenance and budgeting of the following items within the unit as well as any tenant caused damage:

- appliance replacement
- interior issues
- window screen or blind replacement

- kitchen or bathroom repairs / upgrades

The tenant would like to have screens on her unit windows, and her interpretation of the above notice is that the landlord is responsible for supplying window screens and replacing them when necessary. The tenant addressed this matter in letters to the landlord dated September 12, October 14 and 19, 2015. In a written response from the landlord by date of either October 21 or 22, 2015, in part, the landlord states that “window screens have never been supplied,” although “many of the original tenants were given the option to purchase screens if [they] wished to pay for them and many did.” The tenant testified that she cannot confirm that any particular tenants had window screens supplied for them at the landlord’s expense.

The landlord testified that there are only 15 of the 52 units in the building that have window screens, and that the landlord has not purchased any of those for tenants. Rather, the landlord claims that it is the responsibility of tenants to purchase their own window screens if they so desire. The landlord acknowledged how the tenant might interpret the inspection notice as suggesting that window screens had been and / or would be supplied by the landlord. However, the landlord testified that it was not the intent of the inspection notice to mislead.

During the hearing the landlord confirmed that, going forward, the landlord may be prepared to look into a bulk purchase of window screens in order to lower the cost to tenants who may wish to purchase them.

Analysis

Section 1 of the Act speaks to **Definitions**, and specifically addresses “**service or facility**.” Section 13 of the Act speaks to **Requirements for tenancy agreements**, and provides in part:

13(2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

- (vi) which services and facilities are included in the rent;

In the absence of any evidence of a provision in the tenancy agreement, pursuant to which it is agreed that window screens will be supplied by the landlord, or evidence that the landlord has either previously purchased window screens or has unequivocally undertaken to purchase them for tenants in future at the landlord’s expense, I find that the application must be dismissed. Specifically, I find there is no evidence of a

requirement to issue an order which instructs the landlord to comply with the Act, Regulation or tenancy agreement.

As the tenant has not succeeded with the principal aspect of her application, I find that the application to recover the filing fee must also be dismissed.

Conclusion

The tenant's application is hereby dismissed in its entirety.

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: January 12, 2016

Residential Tenancy Branch

