



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act, (the “Act”), to have the landlord make repairs for health and safety issues.

The tenants attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenants testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on December 18, 2015, a Canada post tracking number was provided as evidence of service. The tenants stated the package was returned unclaimed.

Residential Tenancy Policy Guideline #17 states,

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the landlord has been duly served in accordance with the Act.

Issue to be Decided

Should the landlord be ordered to make repairs to the rental unit?

Background and Evidence

The tenancy began on August 2015. Rent in the amount of \$1,200.00 was payable on the first of each month. A security deposit of \$600.00 was paid by the tenants.

The tenants testified that the carpet in the master bedroom is old, and the carpet has stretched to the point where there is a big ripple in middle, which now has become a tripping hazard. The tenants stated that they have asked the landlord to have the carpet repaired on several occasions; however, the landlord keeps telling that they are too busy.

The tenants testified the stovetop gets unusually hot, as the heat from the heating elements are transferring to the stovetop and they have been burnt. The tenants stated that the landlord has been asked on several occasions to have the appliance fixed; however, the landlord keeps telling them that they are too busy.

Filed in evidence are text messages between the parties. Filed in evidence are photographs of the carpet and the stove.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord and tenant obligations to repair and maintain

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

I accept the undisputed testimony of the tenants that the master bedroom carpet has stretched due to the aging process and is now a tripping hazard. **Therefore, I order the landlord to inspect the carpet and make the necessary repair within 15 days of receiving this decision.**

I further accept the undisputed testimony of the tenants that the stove needs to be inspected and repaired. **Therefore, I order the landlord to have the stove inspected and repaired within 15 days of receiving this decision.**

Conclusion

The landlord is ordered to make the above repairs within 15 days of receiving this decision.

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 07, 2016

Residential Tenancy Branch

