



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding R. Jang and Associates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OLC RP FF O

Introduction

This hearing dealt with the tenant's application for an order for repairs and an order that the landlord comply with the Act, regulation or tenancy agreement. The tenant and the landlord participated in the teleconference hearing.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Should I order the landlord to do repairs?

Should I order the landlord to comply with the Act, regulation or tenancy agreement?

Background and Evidence

The tenant stated that three of the five issues she had raised in her application had been addressed after the landlord was served with the tenant's application. The tenant stated that on February 10, 2016 she had sent a request for repairs to the landlord by registered mail. The landlord stated that they did not receive the letter. The Canada Post website showed that the item was out for delivery on February 11, 2016, but no further information was available. I determined that there was insufficient evidence to show that the landlord received or was deemed received with the repairs request. Therefore, the first time that the landlord was made aware of the tenant's request was after they received the tenant's application.

The two issues that remained outstanding were the tenant's request for access to the rooftop and insufficient lighting in the parking lot.

The tenant stated that the issue of the parking lot light was a low priority for her, but it would be nice to have it lit better. The tenant stated that her car was damaged because of the poor lighting. The tenant was not sure which of the lights was out or whether it had been replaced and was working at the time of the hearing.

The landlord stated that there was new lighting put in one or two months ago.

The tenant stated that she has had daily access to the rooftop for the last 20 years, but the landlord stated that the landlord declared the rooftop unsafe and changed the lock. The tenant wished to be provided with a key to the rooftop.

The landlord stated that they have been repairing the roof but they sent out a notice that the repairs would soon be complete and then all tenants would be given a key.

Analysis

I find that it is not necessary for me to make any orders for repairs or an order that the landlord comply with the Act, regulation or tenancy agreement.

The tenant did not provide sufficient evidence that any of the lighting for the parking lot required repairs.

I am satisfied with the landlord's evidence that they will be providing the tenant with access to the rooftop, if they have not already done so.

As the landlord was not served with the tenant's repairs request, and the tenant's application is not successful, I find that she is not entitled to recovery of her filing fee.

Conclusion

The tenant's application is dismissed.

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: April 22, 2016

Residential Tenancy Branch