



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 688902 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL OLC PSF FF

### Introduction

This matter was set for hearing by telephone conference call at 1:00 p.m. on this date. The tenant applied to cancel a notice to end tenancy, as well as for orders that the landlord comply with the Act and provide services or facilities required by law. The tenant participated in the teleconference hearing but the landlord did not.

The tenant stated that he served the landlord with the application for dispute resolution and notice of hearing by registered mail sent on March 17, 2016. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on March 22, 2016, and I proceeded with the hearing in the absence of the landlord.

### Preliminary Issue – Notice to End Tenancy

When a tenant applies to cancel a notice to end tenancy, the landlord has the burden of proof to establish the validity of the notice. As the landlord did not attend the hearing by 1:10 p.m., and the tenant appeared and was ready to proceed, I cancel the notice to end tenancy dated March 1, 2016. The tenancy continues until such time as it ends in accordance with the Act.

### Issue(s) to be Decided

Should I order the landlord to do repairs?

### Background and Evidence

The tenant stated that he has lived in the rental unit for approximately 20 years. The tenant stated that he has asked the landlord to do repairs but the repairs have not been done. The tenant stated that the bathtub faucet is faulty, as it is very hard to turn on and

off, and it cannot be adjusted for enough cold water, so the water coming out is too hot. The tenant also stated that the faucet leaks approximately one bathtub-full amount of water every two hours.

The tenant stated that one of the two heating vents in the living room does not work.

### Analysis

I accept the tenant's undisputed evidence regarding the faulty bathtub faucet and the hearing vent. I hereby order the landlord to repair or replace the bathtub faucet so that it can be adjusted properly and does not leak; I also order the landlord to repair the heating vent in the living room. The landlord must complete these repairs by May 15, 2016. If the landlord does not complete these repairs by that date, it is open to the tenant to apply for monetary compensation.

As the tenant's application was successful, he is entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlord must carry out repairs as directed above.

The tenant is entitled to \$100.00, which he may deduct from his next month's 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: April 27, 2016

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Residential Tenancy Branch