



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kentland Investments
and (tenant name suppressed to protect privacy]

DECISION

Dispute Codes: RP, FF

Introduction

This hearing concerns an application by the tenants for an order instructing the landlord to make repairs to the unit, site or property / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit which is the subject of this dispute is situated in a 4 storey building, within which a total of 59 units are located. Pursuant to a written tenancy agreement the tenancy began in the building on November 01, 2013. Thereafter, the tenants relocated in the building to the unit which is the subject of this dispute and pursuant to a new written tenancy agreement, a copy of which is not in evidence, the tenancy commenced on October 15, 2015. Monthly rent is \$1,500.00, and a security deposit of \$750.00 was collected on or around October 15, 2015. The landlord testified that a move-in condition inspection report was completed with the participation of both parties, although the tenant testified that a copy of the report was not provided to them.

In summary, the tenants claim that the landlord has not been sufficiently diligent in responding to their concerns about miscellaneous deficiencies within the unit. The landlord claims that issues of concern identified by the tenants have been addressed, and that the tenants have either not brought additional concerns to the landlord's attention, or the tenants have not met the landlord halfway when efforts were made to address certain issues, such as the existence of bedbugs for example.

Analysis

At the outset, the attention of the parties is drawn to section 29 of the Act which addresses **Landlord's right to enter rental unit restricted**, and provides in part:

29(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (f) an emergency exists and the entry is necessary to protect life or property.

The various issues in dispute and my related findings / **ORDERS** are set out below.

Move-in Condition Inspection Report

Section 18 of the Regulation addresses **Condition inspection report**, in part:

18(1) The landlord must give the tenant a copy of the signed condition inspection report

- (a) of an inspection made under section 23 of the Act, promptly and in any event within 7 days after the condition inspection is completed, and....

I make no finding in relation to whether or not the landlord has already provided the tenants with a copy of the move-in condition inspection report, as the testimony is conflicting on this matter and a copy of the report is not in evidence. During the hearing the landlord agreed that a copy of the report would be provided within days after this hearing. In that regard, the landlord is hereby **ORDERED** to provide the tenants with a copy of the move-in condition inspection report by not later than **June 13, 2016**.

Bathroom shower tiles

Pursuant to the agreement reached between the parties during the hearing, the landlord is hereby **ORDERED** to attend the unit at **10:00 a.m. on Wednesday, June 08, 2016** in order to replace certain bathroom shower tiles.

Sliding glass door in living room

Pursuant to the agreement reached between the parties during the hearing, the landlord is hereby **ORDERED** to re-inspect and remedy / repair / replace (as deemed necessary) the subject sliding glass door by not later than **June 20, 2016**. It is understood that the landlord made improvements to the door's functioning earlier this year. However, it is also understood that while the door is easily opened, it is less easily closed.

Stovetop element

Pursuant to the agreement reached between the parties during the hearing, the landlord is hereby **ORDERED** to repair / replace (as deemed necessary) the large element at the front of the stovetop in the kitchen by not later than **June 20, 2016**.

Door knobs in the hallway and in the kitchen

Pursuant to the agreement reached between the parties during the hearing, the landlord is hereby **ORDERED** to repair / replace (as deemed necessary) certain of the door knobs in the hallway and in the kitchen by not later than **June 20, 2016**.

Bedbugs

There was considerable testimony from the parties around what interactions had previously taken place between them in regard to bedbugs. In short, it is understood that an initial treatment for bedbugs was ultimately administered in the unit on May 30, 2016, and that a second treatment is scheduled to occur on June 13, 2016.

The tenants take the position that they are entitled to certain compensation in relation to bedbugs. However, the tenants have not sought compensation in their original application, and there is no evidence before me of an amended application for dispute resolution. In the result, the tenants have the option of filing an application for dispute resolution in which they undertake to seek certain compensation.

Filing fee

In view of previous efforts made by the landlord to address concerns identified by the tenants, and in consideration of various agreements reached between them during the hearing, I find that the tenants have established entitlement to recovery of ½ the \$100.00 filing fee in the amount of \$50.00. I **ORDER** that the tenants may recover this amount by way of withholding **\$50.00** from the next regular payment of monthly rent.

Conclusion

Certain findings and **ORDERS** have been issued as set out in detail above.

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: June 06, 2016

Residential Tenancy Branch