Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   erp, mndc, rp

Introduction
The tenant applies for an order for repair to the premises, as well as monetary order as against the landlord.

Both the tenant and the landlord attended the hearing. I accept that the landlord was properly served with notice of this hearing. As acknowledged by the tenant, however, a last minute evidence package was never served upon the landlord. The hearing proceeded, upon the understanding that the tenants was at liberty to testify orally about all relevant matters, but that the late documentary evidence would be excluded. The tenant was willing to proceed on this basis.

Issue(s) to be Decided
Is the tenant entitled to an order for emergency repairs?
Is the tenant entitled to an order for other repairs?
Is the tenant entitled to monetary compensation from the landlord?

Background and Evidence
The tenant testified that her tenancy began about 10 years ago. She testified that the premises were in need of a variety of repairs. These included repairs to the roof which was leaking, electrical repairs to outlets that were sparking, repair to the control that deflected water from the tub to the shower, and repairs to the stove and fridge. She stated that her monetary order was regarding another occupant who repairs, and the fumes from the cars bother the tenant.

The landlord testified that he was notified about the request for repairs in July, and began a program of repair at that time. The roof has been repaired in three places, and the windows were sealed to prevent condensation. The electrical repairs requested to outlets were all completed by an electrician. The bathtub repair was in process, but the tenant then denied further access and requested that the landlord hold off with further repair. In any event, there is now just a very small drip from the faucet when the shower runs. The stove was tested, and all elements work and can generate hot, medium or lower heat. The fridge temperature was confirmed to be cold, and there was no evidence of leaking. The landlord does not understand the claim for compensation as it related to the other occupant. He formerly did have too many vehicles on the premises, but most have been removed. He does make some repairs to vehicles, but this allows him to earn income.

Analysis

Section 32(1) of the Act requires that a landlord must provide and maintain the premises in a state of repair that complies with health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Although the home may be older, there are some health and safety standards that apply to any dwelling regardless of age, such as a roof that does not leak, and electrical outlets that function safely and without risk of shock or sparking.

In the present instance, upon being advised of the needed repairs in July, the landlord has attended to such repair in advance of this hearing. I therefore need make no order. In the future the landlord is encouraged to be proactive with respect to ongoing maintenance and repair, and the tenant show not hesitate to apply for an order for repairs, if a landlord fails to keep the home in proper repair.

As to the claim for compensation, the tenant has failed to demonstrate that her apparent unhappiness with the car repairs being made by the other tenant should warrant her reiving $13,500, or any lessor sum. There were no particulars or details in the tenant's claim as to the reason for this compensation being claimed. In the absence of detail about the claim, or any evidentiary support, the claim is dismissed.

Conclusion
The tenant's claim 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: August 18, 2016

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Residential Tenancy Branch