



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, MNDC, MNR, O, OLC, FF

Introduction

This is an application brought by the tenant requesting an order for emergency repairs, a monetary order in the amount of \$5732.49, and an order for recovery of the filing fee

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on this application.

Section 2.4 of the rules of procedure states:

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

In this case it is my finding that not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request for a repair order, the request for emergency repairs, and the request for recovery of the filing fee, and I dismiss the remaining monetary claims with liberty to re-apply.

Background and Evidence

The applicant testified that, since March of 2016, the hot water tank has not been working properly and there is never enough water to even have one shower, or fill the bathtub. She is therefore requesting an order that the landlords have a plumber inspect the hot water tank and repair or replace it as necessary.

The applicant further testified that the screens on the Windows in the rental unit have blown out on numerous occasions, and as a result it appears the clips that hold the window screens in are now missing, and therefore she is requesting an order that the landlords replace the window screen clips so that the screens will no longer fall out.

The applicant further testified that the spring on the glide of a bifold door has failed and as a result the bifold door does not stay in place, and therefore she is requesting an order that the landlords inspect and repair the bifold door as needed.

The respondent/landlords testified that they are fully willing to have a plumber inspect and service/replace the hot water tank if it's found necessary, however they have found the tenant very uncooperative with arranging a time and place to do such an inspection.

The respondent landlords further testified that they are willing to also inspect the window screens and bifold door, and are willing to make any repairs that are deemed necessary; however they stipulated that, if it is found that the damage to the window screens in the bifold doors is the result of any negligence on the part of the tenant, they will expect the tenant to pay for such repairs.

Analysis

It is my finding that it is a reasonable request by the landlords to be allowed access for themselves, a plumber, and their handyman to inspect the rental unit to determine what repairs, if any, are needed.

At the hearing the parties came to a mutual agreement for a date and time for the landlord to inspect the rental unit as follows:

The inspection will take place on Wednesday, September 14, 2016 at 12 noon.

The tenant agrees that she will be present at that time and will ensure that her dog is on a leash so that the dog cannot interfere with the inspection.

The tenant also agrees that the landlords may inspect the entire rental unit at that time.

The landlords agree that they will ensure that the inspection is done with the participation of themselves, a qualified plumber, and the landlord's handyman.

It is my decision that since the landlords have not yet had a chance to determine whether repairs are needed, I will not order any immediate repairs; however if the inspection determines the need for repairs is my decision that the landlords must do those repairs as soon as possible.

As far as the filing fee is concerned, it is my decision that the applicant must bear the cost of the \$100.00 filing fee, because after reviewing all the correspondence between the parties, I am not convinced that the tenant has been cooperative, with the landlords in their attempts to determine whether repairs were required.

Conclusion

I hereby order that if, after the above agreed-upon inspection takes place, it is found that the hot water tank, the window screens, or the bifold door in the rental unit are in need of repair or replacement, that the landlord arrange to have those repairs done as soon as possible.

If repairs are needed, but the landlord believes that the issues are the result of negligence on the part of the tenant, the landlord has the right to apply for dispute resolution to have an Arbitrator determine who is responsible for the cost of those repairs.

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: September 12, 2016

Residential Tenancy Branch