



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STRATTON VENTURES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order to the landlord to make repairs to the rental unit pursuant to section 33.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord, the tenant did not submit any documentary evidence. Both parties gave affirmed testimony.

Issues to be Decided

Is the tenant entitled to an order requiring the landlord to make repairs to the unit, site or property?

Background and Evidence

The tenant gave the following testimony. The tenant testified that when she moved in she was told that the building was wheelchair accessible. The tenant testified that the previous manager verbally promised her that they would repair "the ramp" to assist in accessing the property. The tenant testified that those repairs have not yet been done. The tenant testified that there were plumbing issues with this unit but those have been resolved since filing this application.

The landlord gave the following testimony. The tenancy began on or about May 16, 2016. Rent in the amount of \$700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$350.00. The landlord testified that the tenant moved in during a change in management. The landlord testified that there is no "ramp" to repair; it is simply a two to three inch threshold that the tenant has difficulty navigating since getting

a new wheelchair in November 2016. The landlord testified that they have never advertised the building as having a wheelchair ramp.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

I find the testimony of HH clear, concise and credible. HH was very clear that there is no ramp to repair and that the building does not have one or advertise as such. HH provided a copy of the tenancy agreement and addendum that shows that no special consideration or terms were part of this tenancy. The tenant did not provide sufficient evidence to support her claim. Based on the insufficient evidence before me and on a balance of probabilities I dismiss the tenants' application.

Conclusion

The tenants' 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: February 07, 2017

Residential Tenancy Branch