



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GBMW PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

RP PSF

Introduction

This hearing was convened in response to an application by the tenant for repairs and for the landlord to provide services or facilities required by law.

Both parties participated in the hearing. The tenant had benefit of an advocate, and the landlord was represented by their agent. The parties were given opportunity to resolve and settle their dispute. The tenant described the nature of the requested repairs with which the landlord acknowledged being aware and of the tenant's issues. The landlord confirmed receiving the evidence of the tenant which was not provided to this proceeding but none the less, described in testimony. Prior to concluding the hearing both parties acknowledged presenting all of the *relevant* evidence they wished to present.

The hearing proceeded on the merits of the tenant's application seeking the landlord make certain repairs.

Issue(s) to be Decided

Should the landlord be Ordered to make repairs to the unit?

Background and Evidence

The relevant testimony in this hearing is in respect to the tenant's claim for necessary and essential repairs to the unit as follows. Pursuant to Section 32 of the Act the tenant has previously sought the landlord to make certain repairs but the repairs have not been effected. The tenant provided testimony seeking repairs as follows.

- Repair or replace a non-functioning toilet so as it flushes as intended.

- Repair or replace the radiant hot water heating manual control valves in the rental unit so as the tenant can operate the control valves as intended to control heating. In that absence, the tenant seeks the landlord to provide a thermostat device to control the heating.

The landlord testified they were aware of the tenant's issues and stated deficiencies and agreed to the above requests for repairs.

Analysis

The full text of the Act, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: [**www.gov.bc.ca/landlordtenant**](http://www.gov.bc.ca/landlordtenant).

On preponderance of the relevant evidence before me I find the following. **Section 32** of the Act guides the tenant's and landlord's obligations in respect to repairs. As well, **Residential Tenancy Act Regulation – Schedule; Repairs 8**, in relevant part, states:

Repairs

8 (1) Landlord's obligations:

- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

In this matter, I find the above legislation effectively states a landlord is responsible to make repairs when a request for repairs is to ensure reasonable aesthetics, reasonable functioning or lawful compliance with health, safety and housing standards.

I find the tenant has made request for certain repairs and the landlord has agreed to make certain repairs. As a result of all the above:

I Order the landlord to complete the following course of repairs within 30 days following the date of this Decision.

- ***Repair or replace*** and make operational as intended the toilet of the rental unit
- ***Repair or replace*** and make operational as intended the radiant hot water heating manual control valves in the rental unit so as the tenant can reasonably operate the control valves to control heating. The landlord may choose, instead to provide a thermostat device to control the heating.

If the landlord does not comply with the Order it is available to the tenant to apply for compensation as a result.

I find the following cannot be overstated. The tenant wants the landlord to make repairs and the landlord now has a legal obligation to perform repairs within the stated time. The scope of the landlord's repair work will require a modicum of reasonable accommodation and possible compromises by both parties, and that they should endeavor to co-operate to arrive at their common goal to achieve the repairs.

Conclusion

The tenant's application, in relevant part, is granted.

The landlord has been ordered to make the stated repairs.

This Decision is final and binding on both parties.

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: March 13, 2017

Residential Tenancy Branch