



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, LAT, MNT, PSF, RP, RR, FF

### Introduction

The tenant applies to recover repair costs and for an order for repairs and emergency repairs, an order permitting him to change locks, an order that the landlord provide a service or facility and a rent reduction.

The landlord did not attend for the hearing within twenty minutes after its scheduled start time. He does not appear to have filed any material in response to the tenant's application.

The tenant shows that the landlord was served with the application and notice of hearing by registered mail (tracking number shown on cover page of this decision). Canada Post records show that the mail was sent February 16, 2017, delivered and signed for by the landlord on February 20. On this evidence I find that the landlord has been duly served under s. 88, 89 and 90 of the *Residential Tenancy Act*.

On the tenant's uncontested evidence I find that he has fairly incurred repair expenses of \$333.90 and \$345.45 for a thermostat replacement and a gas valve replacement in the home and \$1572.90 for a plumber's charge to repair a burst shower valve. I award these amounts; a total of \$2252.25, to the tenant, as claimed.

The tenant has also claimed the plumber left a hole in the shower wall. He has no estimate of the cost of its repair. I find that as the tenant's plumber made the hole in the course of repair, it is for the tenant to have the hole repaired. The landlord is responsible to the tenant for the reasonable cost of that repair. The tenant is free to re-apply if the landlord fails to reimburse him for that cost.

The tenant raises other issues, particularly: his daughter's bedroom window will not close completely, the yard fence has blown over, the front porch tiles are broken and

slippery creating a hazard, windows in the home are bowed and cracked permitting entry of the elements.

These items have not been detailed or cited in the tenant's application, notably in the area marked "Details of Dispute." I find that that they have not been fairly raised by the application and cannot be dealt with at this hearing in the absence of the landlord. I therefore decline to deal with them. The tenant is free to re-apply regarding those undetailed claims.

In result the tenant is entitled to a monetary award of \$2252.25 plus recovery of the \$100.00 filing fee for a total of \$2352.25.

I authorize the tenant to reduce his next rent due by the amount of \$2325.25 in full satisfaction of this award.

The tenant notes that the landlord holds post-dated cheques for the \$3400.00 monthly rent. The tenant is permitted to replace one post-dated cheque for a cheque in the amount of \$1047.75 in order to offset the award granted here.

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 14, 2017

---

Residential Tenancy Branch