



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FF

Introduction

On May 3, 2017, the Tenant applied for dispute resolution seeking an order that the Landlord make repairs to the rental unit and to recover the cost of the filing fee.

The matter was scheduled for a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord indicated that he emailed some documents to the Residential Tenancy Branch three days prior to the hearing. The documents were not before me at the time of the hearing and have not been considered in this Decision. In accordance with the Residential Tenancy Branch Rules of Procedure the documents are considered to be late.

Issues to be Decided

- Is the Tenant entitled to an order for the Landlord to make repairs to the unit?
- Is the Tenant entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on April 1, 2017. Rent in the amount of \$900.00 is due on the first day of each month. The Tenant paid a security deposit of \$450.00 and a pet damage deposit of \$450.00 to the Landlord.

The Tenant testified that he moved into the unit on April 3, 2017, and noticed that the toilet kept running; the fan over the stove was not working; the wall in the shower was falling apart; and that there are ants in the unit.

The Tenant submitted that he sent the Landlord a text message asking him to deal with repairing the toilet, shower, and fan. The Tenant submitted that the Landlord did not perform the repairs.

The Tenant submitted that he sent a follow up letter to the Landlord on April 23, 2017 asking the Landlord to repair the toilet and fan. The Tenant provided a copy of the letter.

The Tenant testified that the Landlord fixed the toilet on May 6, 2017, and told the Tenant that he would be installing a new range hood fan.

The Tenant testified that he notified the Landlord about the ants on May 7, 2017, and nothing has been done.

The Landlord responded by testifying that he understands that repairs need to be done. He testified that he replaced the toilet with a new toilet.

The Landlord testified that he has purchased a new range fan and will be having it installed within the next couple days.

The Landlord testified that he did not notice any ants in the Tenant's rental unit when the toilet was installed. The Landlord agreed to inspect the Tenant's unit for ants and provide ant traps/ killer if any ants are found.

The Landlord testified that the bathtub surround has two pieces that join and create a seam. He testified that there is no flaw in it. He testified that the Tenant indicates it is falling apart but it is not. The Landlord testified that there are no leaks in the bathtub surround.

Section 32 of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that

*(a) complies with the health, safety and housing standards required by law, and
(b) having regard to the age, character and location of the rental unit, makes it
suitable for occupation by a tenant.*

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The repair to the toilet was completed prior to the hearing.

The Landlord testified that the range fan would be installed within a couple of days. I order the Landlord to have the stove fan repaired or replaced with the new fan within two weeks of the date of this decision.

I order the Landlord to investigate the complaint regarding ants within one week of this decision, and to take action to deal with any problem found within a reasonable period of time.

I make no repair order regarding the shower wall. The parties provided conflicting evidence on the state of repair of the shower wall. The burden of proof rests with the applicant. The Tenant provided insufficient evidence that there is a problem with the shower wall.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the repairs didn't start until after the Tenant applied for dispute resolution, and since the Tenant was partially successful in his application, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution.

I authorize the Tenant to deduct the amount of \$100.00 from one (1) future rent payment.

Conclusion

The Tenant's application was partially successful. I order the Landlord to complete the stove fan repair within 2 weeks of receiving this Decision.

I order the Landlord to investigate the complaint regarding ants in the rental unit and to take action to deal with any problem found within a reasonable period of time.

I grant the Tenant the amount of \$100.00 for the cost of the filing fee. I authorize the Tenant to deduct the amount of \$100.00 from one (1) future rent payment.

The Tenant may apply for compensation if the repairs are not completed as set out in this Decision.

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: June 08, 2017

Residential Tenancy Branch