



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A repair order
- b. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The landlord provided the Residential Tenancy Branch and the tenant with a some 26 pages of documents. The tenant did not provide the Branch or the landlord with evidence. She testified she has been ill and has been unable to get out to the Access Centre to send this evidence to the Branch and the landlord.

I find that the Application for Dispute Resolution/Notice of Hearing was served on landlord by mailing, by registered mail to where the landlord resides in late June 2017.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began in the spring of 2013. The present rent is \$1600 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$800 at the start of the tenancy.

Analysis

The tenant sought an order that the landlord make the following repairs:

- a. Replace the nails that have lifted with deck screws on the back deck.
- b. Repair the protective wall on the back staircase
- c. Repair the downspout and gutter
- d. Replace two support beams on the carport
- e. Replace the wood panelling in the basement.

Section 32(1) of the Residential Tenancy Act provides as follows:

Landlord and tenant obligations to repair and maintain

32 (1) 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.

After carefully considering all of the evidence I determined as follows:

- a. I determined it was appropriate to order that the landlord replace the nails on the back deck that have lifted with deck screws. The landlord did not dispute this item.
- b. I determined it was appropriate to make an order that the landlord replace the protective wall on the back staircase. The landlord did not dispute this item.
- c. I determined it was appropriate to make an order that the landlord repair the downspout and gutter where it is leaking. The landlord did not dispute this item.
- d. I dismissed the tenant's claim that the landlord(s) replace two support beams. The tenant failed to produce evidence that these items need repairs. She failed to produce photos or evidence from a contractor that would support her testimony the beams are dangerous. The landlord has worked in construction for 12 years. He testified he has looked at the beams and while the paint is peeling the beams are structurally sound. The tenant failed to prove this claim.
- e. I dismissed the tenant's claim that the landlord(s) replace the wall panelling in the basement. There was a significant snow melt early this year which lead to flooding in the basements of many homes in the community. The

insurance was involved. The walls in the basement were previously wood panelling. The insurance company advised the landlord they were prepared to compensate the landlord for the cost of wood panelling but not drywall. The landlord's father who is a licenced contractor completed the work replacing the damaged walls with wood panelling. I determined the tenant failed to present sufficient evidence to establish the landlord has failed to comply with the standard set out in the Act by using wood panelling.

Orders:

With respect to each of I ordered the landlord to do the following:

- a. Replace the nails on the back deck that have lifted with deck screws.
- b. Replace the protective wall on the back staircase.
- c. Repair the downspout and gutter where it is leaking.

I further order that the repairs be complete by September 15, 2017.

The tenant has been partially successful with this application. I ordered that the landlord pay to the tenant the sum of \$50 which is half of the cost of the filing fee such sum may be deducted from future rent.

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: August 23, 2017

Residential Tenancy Branch