



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1072710 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

RP

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant requested an order the landlord comply with the Act by making repairs to the rental unit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matters

The tenant referenced photographs that had been supplied as evidence. There were no photographs before me that had been supplied by the tenant. There were black and white copies of the photographs, contained in the landlords' evidence. Those were referenced by the tenant during the hearing.

Issue(s) to be Decided

Must the landlord be ordered to comply with section 32 of the Act?

Background and Evidence

The tenant has lived in the rental unit for over 20 years. Rent is paid directly to the landlord by the monthly due date; which is the date the government Ministry makes the \$401.95 payment.

The tenant explained that the ceiling of her unit is made up of panels. Those panels are sagging and the tenant is afraid they will fall on her. The tenant stated that the roof has been leaking. Tiles are falling off the walls and drywall is deteriorating due to the water problem. The floor of the kitchen has always been in poor condition but is deteriorating due to what the tenant believes is water damage.

The tenant is seeking an order that the landlord make repairs to the roof of the building and the interior of her unit.

The landlord purchased the four-plex two years ago. The landlord was in the unit in October 2015 and March 2016. The landlord acknowledged that the building requires extensive repair. The landlord said that Notices to end tenancy have been issued in order to allow the repairs to be completed.

The landlord said that the roof is approximately 20 years old. The roof may have a useful life of 25 years. The landlord said that the tenant had not requested repairs. The landlord has not been in the unit since being served with Notice of this hearing in July 2017.

During the hearing it was explained that any matter related to a Notice ending tenancy was not under consideration. The process regarding Notices was generally explained to the parties. It was explained that this decision would consider only the matter contained in the tenant's application.

Analysis

Residential Tenancy Branch policy requires a landlord to ensure the rental unit meets health, safety and housing standards established by law. The landlord is responsible for ensuring the rental unit is reasonably suitable for occupation. This policy is based on section 32 of the Act, which provides:

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.

There was no dispute that the rental unit requires repair. The landlord has plans to make repairs, which they described as significant.

It was explained that despite any plans to obtain vacant possession of the unit; until such time as a landlord has a legal right to take possession, the unit must be maintained to a standard required by law.

From the evidence before me I find that orders are required to ensure that the roof and rental unit are inspected and any necessary repairs made.

Therefore, pursuant to section 32 and 62(3) of the Act I order the landlord to:

- Hire a professional, licensed roofing company to inspect the roof of the four-plex;
- That the landlord obtain a written report on the condition of the roof, setting out the need for any repairs;
- That the tenant be provided with a copy of the inspection report completed by the roofing company no later than five days after the report is issued;
- That the landlord follow the advice of the roofing company;
- That the landlord issue notice to enter the rental unit in order to inspect the need to repair;
- That the walls, flooring and ceiling of the unit be repaired to a standard that meets a standard for suitable occupation;
- That the inspection of the rental unit be completed no later than November 5, 2017; and
- That all repairs be completed no later than November 30, 2017.

The roof must be repaired as set out by the roofing company. It does not matter if a leak is not directly above the tenants' rental unit. Any deficiency in the roof must be repaired as ordered.

Conclusion

The landlord has been issued orders to inspect and repair the rental unit and residential property.

This decision is final and binding and 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: October 24, 2017

Residential Tenancy Branch