



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, CNC, EROP, RP, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs, painting, cleaning and the filing fee. The tenant applied to cancel the notice to end tenancy and for an order directing the landlord to carry out repairs.

Both parties attended the hearing and were given full opportunity to present evidence, make submissions and give affirmed testimony.

At the start of the hearing, the parties informed me that they had attended a hearing on January 15, 2018 and the landlord was granted an order of possession, effective two days after service on the tenant. The tenant stated that he had applied for a review of that decision and had not heard back yet. Since the landlord has already been granted an order of possession, I will not be addressing the portion of the tenant's application with regard to cancelling the notice to end tenancy.

The landlord has applied for the cost of restoring the rental unit to a condition that it can be rented and has filed estimates of the cost of doing so. I explained to the landlord that her application for a monetary order for the cost of repairs was premature and that she would have to wait for the decision on the tenant's application for review consideration. If the decision dated January 15, 2018, is confirmed then the landlord will be in a position to carry out the repairs after the tenancy ends and file a claim to recover costs. At this time the landlord has not yet carried out any repairs and is therefore not in a position to make a monetary claim. Accordingly, the landlord's application is dismissed with leave to reapply. The landlord must bear the cost of filing her application.

Therefore this hearing only dealt with the tenant's application for repairs.

**Issues to be decided**

Is the tenant entitled to an order directing the landlord to carry out repairs?

**Background and Evidence**

The tenancy started on February 01, 2012. The monthly rent is \$1,040.00 due on the first of the month. Prior to moving in, the tenant paid a security deposit of \$487.50.

The tenant testified that there was a leak under the patio door and requested the landlord to repair the leak. The landlord agreed to repair the leak if the tenancy was reinstated. Both parties agreed to wait for the decision on the tenant's application for review consideration and act accordingly.

**Conclusion**

The landlord's application is dismissed with leave to reapply.

If the tenancy is reinstated I order the landlord to repair the leak under the patio door immediately upon receipt of the decision for review consideration.

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: January 23, 2018

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Residential Tenancy Branch