



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: ERP, RR, OLC

Introduction

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

- a. An order that the landlord make emergency repairs
- b. An order that the landlord make repairs
- c. An order that the landlord comply with the Act, regulations and/or tenancy agreement.

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.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord as the landlord acknowledged receipt of the Application for Dispute Resolution.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the Tenant is entitled to an order for emergency repairs?
- b. Whether the tenant is entitled to an order for repairs?
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, regulations and/or tenancy agreement.

Background and Evidence:

The Tenant entered into a written tenancy agreement with the previous owner that provided that the tenancy would start on April 1, 2016. The monthly rent is \$975 per month. The tenant testified she paid a security deposit of \$500 to the previous owner.

The property was sold to the present owners in 2017.

The Tenant takes the position that the tenancy agreement with the previous owner does not apply. The landlord submits that written tenancy agreement applies. Neither party provided the arbitrator with a copy of that agreement.

Application for Emergency Repairs and a Repair Order

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

- a. Repair the two (2) outlets (near the patio door and the master bedroom), the two (2) switches in the living room and one (1) switch in the bathroom one week from the date of this order
- b. Repair the leak from the upstairs suite and bathroom ceiling within 2 weeks from the date of this order
- c. Repair the leak near the sliding back door by March 31, 2018.

I determined the tenancy agreement between the Tenant and the previous owner applies. The landlord testified that tenancy agreement provides the tenant is entitled to cable but not internet. The tenant testified that prior to the sale she had the medium package of TV stations. I ordered that the landlord restore the cablevision to the same level of service the tenant had with the previous owner by March 1, 2018 conditional on the Tenant giving the landlord and/or contractors access to complete this work.

The parties raised a number of other issues in the materials filed. I determined that as the Tenant had not filed a claim in the Application for Dispute Resolution it was not appropriate to consider them. Further, the Tenant asked for an order that the landlord comply with the Act, regulations and/or tenancy agreement. I determined I was not able to make a determination with respect to issues raised in this part of the Application for Dispute Resolution as neither party provided a copy of the tenancy agreement.

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: January 31, 2018

Residential Tenancy Branch