



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RP, FF

Introduction

The tenants apply to cancel a two month Notice to End Tenancy dated April 5, 2018 and for an order that the landlord conduct repairs to the rental unit and common property.

It was determined that the Notice in question was a handwritten Notice not in the approved form required under the *Residential Tenancy Act* (the “Act”). The landlord acknowledged that the Notice was of no effect and that he was free to issue another, in the proper form.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Are the tenants entitled to an order requiring the landlord to conduct repairs?

Background and Evidence

The rental unit is a two bedroom basement suite. The landlord lives upstairs. The parties share the backyard.

The tenancy started March 24, 2017. The current monthly rent is \$1000.00. The landlord holds a \$500.00 security deposit.

The tenants’ repair claims concern a fence, a bench, the smoke alarm, a closet door and lighting in the kitchen and one bedroom.

Since the application was brought, the landlords have attended to repair of the electrical system. The issues regarding lighting and the smoke detector no longer required the attention of a repair order, at least presently.

Regarding the fence the tenants produce photos showing that one 4' X 8' section of the rear yard fence has been knocked over and a picnic table has been upended on its side to serve as a barrier. Another similar panel in the fence appears to be sagging. The tenants consider it to be a amenity and security matter and think that strangers have been gaining access to the backyard and walking by their windows.

Regarding the closet door, a double bi-fold door, the tenants say it no longer rides in its tracks. Both parts of the bi-fold swing out when they should fold instead.

The landlords deny any security problem in the back yard and say that the bi-folds were functioning properly at the start of the tenancy.

Analysis

The evidence presented by the tenants does not show that the fence in its current state creates a means of entry to the yard. The fencing, though unsightly, appears secure enough to prevent a person from sneaking through it. It is unsightly, but having regard to the state of the yard: large unmown areas, a very unsightly, large, rusting steel contraption taking up a corner of it, it has not degraded from the general ambience (or lack of it) in the yard.

Regarding the bench, and having regard to the state of the yard, there is no evidence that the tenants used the bench or that its placement against the fence as a barrier has caused them any loss.

The competing evidence regarding the bi-fold doors does not establish that they are somehow broken, as opposed to simply being out of their tracks, needing a simple re-orientation of the pins in the slider mechanism.

Conclusion

The handwritten note from the landlord purporting to end the tenancy is of no effect.

I dismiss the tenants' claim for a repair order.

It should be noted that the tenants have not brought a claim for compensation and so the question of whether they have suffered damage or loss as a result of the foregoing complaints is not a question addressed in this decision.

As the tenants have been significantly successful on this application I award them recovery of the \$100.00 filing fee and authorize them to reduce their next rent by \$100.00 in full satisfaction of the fee.

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 27, 2018

Residential Tenancy Branch