



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RP, FFT

### Introduction

This hearing was scheduled in response to the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order for the landlord to make repairs to the rental unit pursuant to section 32; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not participate in the conference call hearing, which lasted approximately 20 minutes. Tenant TW (the "tenant") attended the hearing and confirmed she had authority to speak on behalf of tenant BW, who was not present. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that on November 9, 2018 she forwarded the tenants' application for dispute resolution hearing package via registered mail to the landlord. The tenant provided a Canada Post receipt and tracking number as proof of service. Based on the testimony of the tenant and in accordance with sections 89 and 90 of the *Act*, I find that the landlord has been deemed served with the application and supporting documents on November 14, 2018, the fifth day after their registered mailing.

### Issue(s) to be Decided

Are the tenants entitled to an order for the landlord to make repairs to the rental unit?

Are the tenants authorized to recover the filing fee for this application from the landlord?

### Background and Evidence

As per the submitted tenancy agreement and testimony of the tenant, the tenancy began on June 1, 2018 on a month-to-month basis. Rent in the amount of \$950.00 is payable on the last day of each month. The tenants remitted a security deposit in the

amount of \$425.00 at the start of the tenancy, which the landlord still retains in trust. The tenants continue to reside in the rental unit.

The tenant testified that a condition inspection report was not completed at move in, however the landlord had verbally agreed to make repairs to the following; staircase, electrical outlets, lock on sliding doors, hole in wall above stove, bathtub faucet, tub and fan. The tenant stated that despite two written letters outlining the repairs needed, the unit remains in disrepair.

### Analysis

Pursuant to section 32 of the *Act*, a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by the tenant.

1. Exterior staircase: Based on the tenant's undisputed testimony and photographs before me, I find the tenant has proven the exterior wooden staircase is in need of repair. **I order the landlord to obtain further evaluation of the staircase by a licenced professional no later than December 31, 2018. If the licensed professional determines that repairs are necessary, the landlord must have the repairs completed by a licensed professional no later than January 14, 2019.**
2. Electrical: Based on the tenant's undisputed testimony and photographs before me, I find the tenant has proven the unit is in need of electrical repair. **I order the landlord to obtain further evaluation of the electrical system, in particular those outlets that do not function and those that have exposed wires, by a licenced electrician no later than December 31, 2018. If the licensed electrician determines that repairs are necessary, the landlord must have the repairs completed by a licensed electrician no later than January 11, 2019.**
3. Lock on Sliding Doors: Based on the tenant's undisputed testimony, I find the tenant has proven the unit is in need of a lock on the sliding doors. **I order the landlord to repair and if necessary, replace the lock on the sliding door no later than December 31, 2018.**
4. Hole in Wall: While I accept the tenant's testimony that a hole is situated in the wall above the stove, I find the tenant has failed to substantiate this poses a safety or health issue and as such, I dismiss this portion of the tenant's claim.

5. Bathtub Faucet and Tub: While I am satisfied that the bathtub faucet is cracked and the tub worn, given the estimated age of the rental unit, I find the landlord's failure to repair the faucet and tub does not constitute a breach of section 32 of the *Act* and therefore dismiss this portion of the tenant's claim.
6. Bathroom Fan: Based on the tenant's undisputed testimony and photographs before me, I find the tenant has proven the bathroom fan is in need of repair. **I order the landlord to obtain further evaluation of the bathroom fan, by a licenced professional no later than December 31, 2018. If the licensed professional determines that repairs are necessary, the landlord must have the repairs completed by a licensed professional no later than January 11, 2019.**

As the tenants were successful in this application, I find that the tenants are entitled to recover the \$100.00 filing fee paid for the application.

### Conclusion

The landlord is ordered to perform the repairs as outlined above. Should the landlord fail to make the necessary repairs, the tenants may bring a further claim against the landlord for loss of use and other appropriate relief.

The tenants are entitled to deduct \$100.00 from future rent in satisfaction of the monetary award to recover the filing 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: December 14, 2018

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Residential Tenancy Branch