



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PHOENIX HOMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M RP FF

Introduction

This hearing was convened in response to an application by the tenant to dispute a *4 Month Notice to End Tenancy*, for repairs to the unit, and to recover the filing fee.

I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing and evidence by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing.

The tenant was given full opportunity to be heard, to present evidence and to make submissions.

agreed to certain previous repairs and that previous attempts at repairs became disputatious and abandoned. As a result I preliminarily dismissed the tenant's claim for compensation for outstanding repairs.

The hearing proceeded on the merits of the tenant's remaining application seeking the landlord make certain repairs.

Issue(s) to be Decided

Should the landlord's Notice to End be cancelled? If not is the landlord entitled to an Order of Possession?

Should the landlord be Ordered to make repairs to the unit?

Is the tenant entitled to recovery of the filing fee?

Background and Evidence

The relevant evidence in this hearing is as follows. On March 14, 2019 the tenant received a *4 Month Notice to End Tenancy for Landlord's Use*. *The tenant submitted a copy of the Notice to End*. The 3 page Notice is absent of any inclusions or other information on the second page of the Notice.

The tenant's claims for repairs to the unit are as follows pursuant to Section 32 of the Act. The tenant seeks for the landlord to:

Repair or replace the existing refrigerator which has not been functioning at all for several months.

Repair or replace the existing stove, which has no functioning oven and one of the elements is not operable.

Reseal or repair the roof which is leaking into the rental unit at the chimney.

The tenant provided testimony that they had verbally notified the landlord of the above repair issues in the fall of 2018 and provided proof they had notified the landlord in writing in September 2018. The tenant further sought repairs for water ingress at certain windows, however to date has not requested such a repair in writing.

Analysis

The full text of the Act, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: www.gov.bc.ca/landlordtenant.

On preponderance of the relevant evidence before me I find the following.

I find that the landlord's 4 Month Notice to End dated March 14, 2019 is deficient of any required information on the second page of the Notice and therefore does not comply with Section 52 of the Act. As a result, I find the Notice invalid and ineffective to end the tenancy, and is therefore **cancelled and of no effect**.

Section 32 of the Act guides the tenant's and landlord's obligations in respect repairs.

Landlord and tenant obligations to repair and maintain

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.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Residential Tenancy Act Regulation – Schedule; Repairs 8, in part states:

Repairs

8 (1) Landlord's obligations:

- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

In this matter, I find the above legislation effectively states a landlord is responsible to make repairs when a request for repairs is to ensure reasonable aesthetics, reasonable functioning or lawful compliance with health, safety and housing standards.

I find the tenant has made request for certain repairs which I find as reasonable and which the landlord has not resolved.

As a result of all the above:

I Order the landlord to complete the following course of repairs - within 6 weeks following the date of this Decision.

- *Repair or replace* the existing refrigerator so it operates as intended.
- *Repair or replace* the existing stove so it operates as intended.
- *Repair* the roof as required to abate water ingress at the chimney.

If the landlord does not comply with this Order within the prescribed time to do so the tenant has leave to apply for compensation.

As the tenant has been successful in their application they are entitled to recover their filing fee. In satisfaction of this award,

I Order that the tenant may deduct **\$100.00** from a future rent.

Conclusion

The tenant's application is granted.

The landlord's 4 Month Notice to End is cancelled.

The landlord has been ordered to make the stated repairs in the above terms.

This Decision is final and binding.

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: May 28, 2019

Residential Tenancy Branch