



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RED DOOR HOUSING SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, MNDC, LRE, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord make emergency repairs for health and safety reasons, to suspend or set conditions on the landlord's right to enter the unit, for a monetary order for compensation or loss under the Act, and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application for emergency repairs.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request for emergency repairs. The balance of the tenants' applications is dismissed, with leave to re-apply.

Issue to be Decided

Should the landlord be ordered to make emergency repairs?

Background and Evidence

The parties agreed that the portion of rent the tenants are required is determined by BC Housing.

The tenant testified that the lights in the kitchen keep turning off and on. The tenant stated that they made a request to have the lights repaired; however, the landlord has not done so.

The tenant testified that there is a problem with the dry vent. The tenant stated that they have made a request to have the vent repaired.

The tenant testified that they are unable to turn the taps on to the washing machine that they own the appliances. The tenant stated that they are required to have tenant insurance to be allowed to use a washing machine. The tenant stated they have not purchased tenant insurance.

The landlord's agent stated that they have not received any written request for repairs. The agent stated that there is a form that is provided to the tenants when asking for repairs. The agents stated that they will have their building maintenance person attend the rental unit by the end of the week to inspect, and if necessary make repairs to the kitchen lights and the dryer vent.

The landlord's agent stated that the washing machine is not included in the rent. The landlord stated that the tenants are required to provide proof of tenant insurance prior to being allowed to hook up a washing machine.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the tenants have provided no documentary evidence that they have made their request for repairs in writing, the landlord's agent has agreed to have their building maintenance person attend to inspect and if necessary repair, to the kitchen lights and dryer vent, by May 31, 2019.

I find based on the above, that it is not necessary at this time to make an order for emergency repairs, as the above items are not considered emergency repairs under the Act.

However, should the landlord not inspect or make the necessary repairs as agreed upon, that the tenants may reapply for repairs. The tenants must ensure that in the future they must complete the form provided by the landlord when requesting repairs.

Further, I decline to make any order regarding the washing machine. The tenants have not complied with the rules of their tenancy agreement, as they have not provided the landlord proof of tenant insurance as required when wanting to use their own washing machine. Therefore, this portion of the tenants' application is dismissed.

I decline to award the cost of the filing fee to the tenant. As the tenant provided no documentary evidence that they requested the repairs in writing as required.

Conclusion

I find it not necessary at this time to make an order for emergency repairs. The landlord has agreed to have the kitchen lights, dry vented, and if necessary make repairs.

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