



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC, OT

Introduction:

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

- a. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- b. Another issue for dispute not listed in the codes.

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 by mailing, by registered mail to where the landlord resides on March 30, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the Tenant(s) are entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- b. Whether there is another issue to be determined?

Background and Evidence:

The tenancy began on November 25, 2004. The present rent is \$574 per month.

The tenant testified he experienced a problem with his toilet being plugged. He attempted to plunge it but was not successful in removing the blockage. He advised the landlord. The landlord subsequently attended and used a snake to remove the blockage. The landlord took photos of the cause of blockage and came to the

determination it was caused by the tenant putting tooth floss down the toilet. There was another brown stuff that came out.

The landlord testified the tenant agreed to pay for the cost of removing the blockage. He asked the landlord for a letter which he intended to take to the Ministry of Social Services. The landlord provided a letter dated March 7, 2019 setting out the situation which included the cause referred to above and that they were charging \$90 (a plumber would normally charge \$210). The tenant testified the landlord has threatened to evict him if he doesn't pay the \$90 charge.

The landlord stated she was uncertain why she is here. She has not filed a monetary claim nor has she given the tenant a Notice to End Tenancy for cause.

Analysis

This is an unusual case. It is uncertain what the arbitrator is being asked to do.

I determined the failure of the Tenant to pay a \$90 bill in circumstances such as this (even if it is determined the tenant was at fault) is not sufficient grounds to end the tenancy based on the evidence presented.

Section 32 of the Act provides as follows:

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.

The tenant is responsible to repair damage caused by the neglect of the tenant or person permitted on the property by the tenant. The landlord is responsible to maintain the property as provided in section 32(1). I determined neither parties has presented sufficient evidence which would enable an arbitrator to determine liability. I decline to make a decision on this issue. This matter would be properly dealt with if the landlord decides to file an Application for Dispute Resolution seeking a monetary order.

This decision is final and binding on the parties, unless otherwise provided under the Act and 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 09, 2019

Residential Tenancy Branch