



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1149365 B.C. LTD., INC. NO. BC1149365  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, OLC, RP, FFT

### Introduction

On May 3, 2019, the Tenant applied for a Dispute Resolution proceeding seeking an Order for the Landlord to comply pursuant to Section 62 of the *Residential Tenancy Act* (the “*Act*”), seeking an emergency repair order pursuant to Section 62 of the *Act*, seeking a repair order pursuant to Section 32 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing and K.B. attended the hearing as an agent for the Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that she served a Notice of Hearing and evidence package to the Landlord and agent of the Landlord by registered mail on May 2, 2019 and K.B. confirmed receipt of these packages. In accordance with Sections 89 and 90 of the *Act*, and based on this undisputed testimony, I am satisfied that the Landlord was served the Notice of Hearing and evidence package.

The Tenant advised that she served additional evidence to the Landlord and the agent of the Landlord by hand on or around May 26, 2019. K.B. confirmed that he received this package, that he reviewed it, and that he was prepared to respond to it. As such, I have accepted this evidence and considered it when rendering this decision.

The Landlord advised that he did not submit any evidence for consideration on this file.

As per the hearing, as many of the issues on the Tenant’s Application had been rectified as of the hearing date, the claims with respect to the emergency repair order were dismissed. Consequently, only the issues with respect to the repair order and order to comply will be addressed in this decision as the Tenant submitted that she was satisfied

by the Landlord's actions of rectifying her other concerns brought forth in this Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Tenant entitled to an Order that the Landlord comply?
- Is the Tenant entitled to a repair Order?
- Is the Tenant entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on July 1, 2017 and the current property management company took over the rental unit in March 2019. Rent was established at \$1,525.00 per month currently, due on the first of each month. A security deposit of \$762.50 was paid and the tenancy agreement that was submitted as documentary evidence indicated that a pet damage deposit of \$762.50 was also paid. However, the Tenant stated that this was not actually paid to the Landlord. K.B. could not confirm whether this was in fact the case.

The Tenant advised that there were drug needles and other related paraphernalia outside the building and near a window associated with tenants that were involved in criminal activity. She was seeking confirmation that this will be cleaned up by the Landlord. She submitted pictures, as documentary evidence, to support this position.

K.B. advised that he is dealing with the problematic tenants and is currently having them evicted. It is his belief that the re-keying of the locks has helped with these problems. He stated that he is aware of the needles and that he is organizing a company to have this issue dealt with by the end of June 30, 2019.

The Tenant is also seeking for the building to be cleaned satisfactorily and more consistently inside the building. She advised that prior to the new property management company taking over, the building was never cleaned, and the living conditions were deteriorating due to problem tenants in the building. She stated that the new property management company has taken steps to improve this aspect but would like assurances that the Landlord will maintain the cleanliness of the building going forward. She submitted pictures and other documents, as documentary evidence, to support this position.

K.B. advised that the janitorial company that was employed before his property management business took over the building did not clean. However, now that his business has taken over, the issues with respect to the cleanliness of the building have been addressed. The janitorial company has been cleaning twice a week, and this schedule should continue into the future. He stated that he will email the tenants of the building to update them of the status of the cleaner's schedule and will employ a new cleaning company if the current one does not adequately maintain the cleanliness of the building.

Finally, she stated that the carpets in the common areas were covered in vomit and feces, and this was primarily due to problem tenants in the building. She would like the carpets to be cleaned and maintained. She submitted pictures and other documents, as documentary evidence, to support this position.

K.B. advised that there was some miscommunication with the vendor that was hired to clean the carpets. When this company came in to do the work, there was a lack of water supply available to complete the entire job and as a result, only about 30% of the carpets were cleaned. He stated that this company will return to complete the cleaning of the carpets by June 30, 2019, and that he will contact them after the hearing to make all assurances for them to complete this job.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 32 of the *Act* requires that the Landlord 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 a tenant.”

With respect to the issue of the drug needles and paraphernalia strewn about the property, when reviewing the totality of the evidence before me, since the new property management company has taken over the building, it appears as if they have made steps to correct the ongoing issues with problematic tenants. As a result, K.B. has acknowledged that the needles and drug paraphernalia were an issue that he would be dealing with as of June 30, 2019. Consequently, I Order that the Landlord abide by his statements of cleaning up the drug needles and related paraphernalia around the residential property by **June 30, 2019**.

Regarding the issue of the cleaning of the common areas in the building, the consistent evidence is that the Landlord has taken steps to deal with the problem tenants who were likely responsible for this issue in the first place, and he has brought the level of cleanliness throughout the building back up to a satisfactory level. Furthermore, K.B. has stated that the cleaning company will be attending the building twice a week to ensure that this level is maintained. As this issue appears to be rectified, I decline to make any Orders. As the level of cleanliness is a subjective measure, should the Tenant believe that this condition has deteriorated once again, she should address this in writing to the Landlord. If the Landlord does not take steps to rectify this issue, the Tenant can apply for Dispute Resolution to have this issue addressed and to seek compensation for any loss she may have suffered.

Finally, with respect to the carpet cleaning, the consistent evidence is that the Landlord took steps to have this issue corrected, but the project was delayed by unforeseen circumstances. However, K.B. stated that the carpet cleaning company will be returning to complete the cleaning of the remaining carpets by June 30, 2019. Consequently, I Order that the Landlord abide by his statements by having the remainder of the carpets in the common areas of the residential building cleaned by **June 30, 2019**.

The Landlord should be aware that failure to comply with the above noted Orders could lead to a Tenant’s Application for compensation.

As the Tenant was partially successful in her claims, I find that the Tenant is entitled to recover the filing fee in the amount of \$100.00, which she may deduct from the next month's rent or otherwise recover from the Landlord.

### Conclusion

I Order that the Landlord complete the following action:

- As soon as is reasonably possible, and by **June 30, 2019**, the Landlord must clean up the drug needles and related paraphernalia around the residential property, as per his stated plans.
- As soon as is reasonably possible, and by **June 30, 2019**, the Landlord must have the remainder of the carpets in the common area of the residential property cleaned, as per his stated plans.

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 11, 2019

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Residential Tenancy Branch