



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an order for regular repairs.

The Tenant and an agent for the Landlord (the "Agent"), appeared at the teleconference hearing and gave affirmed testimony. The Tenant had an advocate supporting her during the hearing, but the advocate did not provide evidence in the hearing. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties and any orders sent to the appropriate Party.

The Tenant submitted evidence relating to jewelry that she says was stolen from her

rental unit; however, she only applied and served the Landlord with an Application for ordinary repairs. Therefore, I advised that I would not be able to consider an application on another matter and that she would have to make a separate application for dispute resolution regarding the jewelry, as long as it is related to the tenancy. I informed the Tenant that it would be administratively unfair of me to consider a matter on which the Respondent had no notice of in the Applicant's Application.

At the onset of the hearing, the Agent advised me that the Tenant misspelled the Agent's name on the Application and Amendment, as well as having omitted the name of the owner of the residential property, who is on the tenancy agreement. The Agent spelled his and the owner's names for me, and the Parties agreed that the Application and style of cause should be amended in this regard. Neither Party submitted the tenancy agreement for my consideration.

Issue(s) to be Decided

- Is the Tenant entitled to an order that the Landlord make repairs to the rental unit, site or property?

Background and Evidence

The Parties agreed that the periodic tenancy began on May 1, 2016, with a current monthly rent of \$830.00, due on the first day of each month. The Parties agreed that the Tenant paid a security deposit of \$390.00 and no pet damage deposit.

The Tenant clarified her claim for repairs in the hearing in the following way. The Tenant said that her bathtub nozzle drips hot water constantly. The Tenant said this dripping "was pretty bad when [the Agent] first saw it over a year ago. The longer you leave it, the worse it gets; the water is running out steadily now." The Tenant said that if she left the plug in the drain that it would fill up and overflow. The Tenant said that when she showers the shower head provides water of an acceptable temperature; however, she said the nozzle continues to drip hot water, and therefore, she has to stand back from it, so as not to burn her feet.

The Agent said that the Tenant has not informed him of this leak, since he was last in her rental unit to repair the taps in April 2019. The Landlord said he changed the cartridge and a connecting diverter, and when he left, the problem was resolved.

The Agent said he is not a plumber or a certified technician, but that he has worked on this type of problem a number of times in his five years as the building manager of the residential property. However, the Agent agreed that it would be reasonable to arrange to have a certified professional attend the rental unit for this repair, as it seems to have been a problem on and off for much of the year, if not longer.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

A landlord's obligation to repair and maintain the rental property is found in section 32(1) of the Act. It states:

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.

In this case, I find there is sufficient evidence before me to conclude that the Landlord has failed to comply with section 32 of the Act; however, I also find that the Tenant may not have fully communicated the nature of the problem of the leak to the Agent. I recommend that the Tenant follow up her telephone communications with the Agent by sending written or emailed correspondence summarizing the discussion. This documentation would allow her to track the communications for future reference.

Based on the evidence before me overall, I **Order** the Landlord to arrange and pay for, at their expense, a certified professional plumber to attend the rental unit and repair any leaking water pipes in the rental unit **by August 15, 2019**.

While the Tenant did not apply for a rent reduction in this Application, if the leak addressed in this Decision is not repaired by August 15, 2019, she might consider applying for further dispute resolution at the RTB; the Tenant could apply to have her rent reduced by an appropriate amount, considering the reduction she experienced in required services and facilities in the rental unit.

Conclusion

The Tenant's Application is successful. The Landlord must comply with my Order noted above. Failure to do so may lead to a recommendation for an administrative penalty against the Landlord under the Act.

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: July 25, 2019

Residential Tenancy Branch