



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FFT

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order requiring the landlord to make repairs to the rental unit and for recovery of the filing fee paid for this application.

The tenant and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, no issues were raised regarding service of the application or the other's evidence. It is noted that the tenant applied for and received an order from the Residential Tenancy Branch ("RTB") allowing the landlord to be served her application for dispute resolution in a manner other than required by the Act. An adjudicator granted that request for substituted service and allowed the tenant to serve the landlord by email.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all relevant evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to make regular repairs to the rental unit and to recover the filing fee paid for this application?

Background and Evidence

The undisputed evidence was that this tenancy began on March 1, 2018 and monthly rent was set at \$1,050.00. The rental unit was in the basement suite and the landlord resided in the upper suite at the time.

In support of her application, the tenant submitted that shortly after she moved in, the stove in the rental unit began failing. The tenant said she contacted the landlord about the problem, but ultimately she purchased a used stove/oven from a friend as the landlord failed to address her requests.

The tenant submitted that ultimately the stove/oven she bought from a friend began to malfunction, and she asked the landlord for a replacement. The tenant submitted she did not expect a brand new oven, but a good used one would have sufficed.

Thereafter, the house was put on the market and was sold.

The tenant confirmed that a week prior to the hearing, her new landlord/purchaser put in a new oven/stove; however, the tenant requested recovery of her filing fee for her application filed on May 24, 2019.

Landlord's response-

The landlord confirmed that the sale of the home took place in mid-April 2019, and the purchaser took possession of the home on June 1, 2019.

The landlord confirmed that she did receive the tenant's request for repairs, but that she did not deal with the requests as she did not own the stove/oven.

The landlord's position was that the stove did not go with the home in the sale.

Analysis

Section 32 of the Act requires a landlord to provide and maintain a rental unit which complies with health, safety and housing standards and make it suitable for occupation. I find a working stove/oven to be a requirement to meet the suitable housing standards.

It is not upon the tenant to provide her own stove/oven and there was no evidence that the landlord provided any other means for the tenant to cook.

The undisputed evidence is that the landlord received the tenant's request for a working stove and did not address those requests.

Although the issue was resolved prior to the hearing, I find the tenant was compelled to file an application for dispute resolution to have the matter addressed. The issue was only resolved the week prior to the hearing and the landlord still owned the rental unit up until June 1, 2019.

I therefore find the tenant is entitled to recovery of her filing fee of \$100.00.

I therefore grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$100.00.

Should the landlord fail to pay the tenant this amount without delay, the order must be served on the landlord to be enforceable. Thereafter, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

Conclusion

The tenant's request for repairs was addressed a week prior to the hearing.

The tenant has been awarded recovery of her filing fee of \$100.00.

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: July 15, 2019

Residential Tenancy Branch