



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1077036 BC LTD. dba SANDY CREEK
PROPERTIES and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order that the landlord make repairs pursuant to section 32 of the *Act*, and
- recovery of the filing fee from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding package. Based on the undisputed testimonies of the parties, I find that the landlord was sufficiently served with the notice of this hearing in accordance with the *Act*.

Neither party submitted evidence in this matter.

Preliminary Issue – Amendment to Tenant's Application for Dispute Resolution

At the outset of the hearing, pursuant to my authority under section 64(3)(c) of the *Act*, both parties agreed to amend the tenant's application for dispute resolution to correctly name the respondent as the property management company acting as landlord on behalf of the corporate owner.

Issue(s) to be Decided

Should the landlord be ordered to make repairs?

Is the tenant entitled to recover the cost of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

No written tenancy agreement was submitted into documentary evidence. The parties confirmed their understanding of the following terms of the tenancy agreement:

- This month-to-month tenancy began May 1994.
- Current monthly rent of \$707.00 is payable on the first day of the month.
- The tenant paid a security deposit of \$250.00 at the beginning of the tenancy, which continues to be held by the landlord.

The tenant testified that he filed the Application for Dispute Resolution to address an issue with pigeons nesting in the ceiling above the rental building hallways, and health concerns related to the bird feces.

The landlord testified that they had removed the pigeons and the debris left by the pigeons and were in the process of completing the repairs. The landlord confirmed that the municipal government would inspect the repair work once it is completed.

Analysis

The tenant could not articulate any orders to be made to the landlord in terms of satisfying his request for repairs as he acknowledged that the repair work was currently underway.

As such, I determined that there was no longer a matter for arbitration before me related to the tenant's claim for an order for repairs, therefore the tenant's claim is dismissed.

The tenant applied to recover the cost of the filing fee for the application. Given that there was an issue which required repairs in the rental building, and given that it is

unknown whether the landlord would have undertaken the repair work had the tenant not filed for dispute resolution, I find that the tenant is entitled to recover the cost of the filing fee from the landlord pursuant to section 72 of the *Act*.

The tenant is ordered to withhold \$100 from a future rent payment on one occasion.

Conclusion

The tenant's application for an order for repairs is dismissed. The tenant is ordered to withhold \$100 from a future rent payment on one occasion in full satisfaction of the recovery of the filing fee.

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: August 29, 2019

Residential Tenancy Branch