



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order requiring the landlord to make repairs to the rental unit.

The tenant did not attend the hearing; however, her legal advocate, the landlord and the landlord's employee attended.

In response to my inquiry, the tenant's advocate said the tenant was in quarantine; however, the tenant's advocate said that he had spoken to the tenant the day before and thought she would call into the hearing.

The tenant's advocate did not request an adjournment.

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

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the tenant entitled to the repairs to the rental unit she has requested?

Background and Evidence

The written tenancy agreement shows this tenancy began on December 1, 2019, and monthly rent is \$1,500.

The tenant was not present to provide submissions for her own application.

The landlord was provided a chance to speak to the requests of the tenant, which, according to her application, dealt with an alleged lack of heat, insulation, and dishwasher.

The landlord submitted that he immediately dealt with the tenant's complaints about the heat. The primary heat source at the beginning of the tenancy was an oil furnace. As the tenant complained about the cost, the landlord said he ordered a heat pump, but until it was delivered, he provided the tenant with 5 heaters. In addition, as the rental unit was an older house, he had an electrician put in temporary breaker panels to prevent surges.

The landlord said he insulated the basement floor, even though the basement was unfinished. The landlord said he had done heat loss calculations on the house and it is up to regulations.

The landlord said that a new dishwasher has been installed.

As the tenant was complaining about the costs of heating, the landlord said he gave the tenant a \$500 rent reduction.

The landlord offered to install a remote system so that the heating can be monitored remotely, as he does for his home.

The tenant's advocate was not able to provide direct evidence, in the absence of the tenant.

Analysis

I have reviewed all testimonial, documentary and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision. My findings are based upon a balance of probabilities.

Section 32 of the Act provides that a landlord must provide and maintain a residential property in a state of decoration and repair that complies with health, safety and housing standards required by law and is suitable for occupation by a tenant when considering the age, character and location of the rental unit.

Where a tenant requests such repairs, I find the landlord must be afforded a reasonable amount of time to take sufficient action.

As the tenant failed to attend the hearing, the landlord's testimony and evidence was undisputed.

I find that the landlord provided sufficient evidence that he immediately and thoroughly addressed the repair requests of the tenant.

I therefore find that the landlord complied with his obligation under the Act.

I also find that the landlord has provided a \$500 rent reduction even though he dealt with the repair requests in a timely manner.

I dismiss the tenant's application, without leave to reapply.

Conclusion

The tenant's application is dismissed, without leave to reapply.

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: March 26, 2020

Residential Tenancy Branch