



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding The Bloom Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, OLC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for repairs - Section 32; and
2. An Order for the Landlord to comply - Section 62.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirms that they are seeking an order that the Landlord comply with the Act by making repairs.

### Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

### Background and Evidence

The following are agreed facts: The tenancy under written agreement started in 2010. The tenancy was subsequently transferred to the current Landlord with the same tenancy agreement. No security deposit was collected. Rent of \$348.00 is payable on the first day of each month.

The Tenant states that the elevator in the building has been making loud noise and that this was previously repaired by the Landlord. The Tenant states that the noise started up again in January 2020 and that the Tenant reported this to the Landlord 6 times between January 14 and February 21, 2020. The Tenant states that the Landlord sent

a repair person on April 23, 2020 and that the noise has been reduced to a 20% level. The Tenant states that it believes that further repairs are pending upon a part becoming available.

The Landlord states that they only received three complaints from February 2020. The Landlord confirms that they started repairs in mid February 2020 and are waiting for a part that requires construction as the elevator is old. The Landlord states that the part and final repair is expected by tomorrow: April 28, 2020. The Tenant accepts this promise and is satisfied with the expected repair completion.

### Analysis

Section 32(1) of the Act provides that 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.

Section 28(b) of the Act provides that a tenant is entitled to quiet enjoyment including, but not limited to, rights freedom from unreasonable disturbance.

Given the Landlord's acts to commence repairs and its agreement to complete the repairs I find that the Tenant's claims for repairs and compliance have been met. I dismiss the claim for repairs with leave to reapply should the Landlord fail to act as promised. Further, should the Landlord fail to make repairs as promised the Tenant is at liberty to seek compensation for loss of quiet enjoyment.

### Conclusion

The matter has been resolved. Repairs have been made and will be completed by April 28, 2020.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 27, 2020

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Residential Tenancy Branch