



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Firstservice Residential Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP

Introduction

The tenant filed the Application for Dispute Resolution on November 10, 2020 seeking an order that the landlord make an emergency repair to the rental unit. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “*Act*”) on December 14, 2020. In the hearing, I explained the hearing process and provided the attending party the opportunity to ask questions.

The tenant attended the hearing, and they were provided the opportunity to present oral testimony and make submissions during the hearing. The landlord did not attend the telephone conference call hearing.

To proceed with this hearing, I must be satisfied that the tenant made reasonable attempts to serve the landlord with the Notice of Dispute Resolution for this hearing. This means the tenant must provide proof that they served the document using a method allowed under section 89 of the *Act*, and I must accept that evidence.

The tenant set out how they served this notice to the landlord by registered mail on November 27, 2020. This was “the same day the notice was made”. The tenant stated that the package they gave to the landlord included all the evidence they intended to rely on for this hearing.

Based on the submissions of the tenant, I accept they served the notice of this hearing in a manner complying with section 89(1)(c) of the *Act*. Given the tenant’s testimony on another earlier document they sent to the landlord, I am satisfied of their knowledge of the importance of registered mail and utilized registered mail for this purpose. The hearing thus proceeded in the landlord’s absence.

Preliminary Matters

The tenant described miscellaneous issues both within the rental unit and in the common building areas. I find the issues listed, described in more detail below, are not urgent, and do not fit the considerations listed in s. 33(1)(c) that define “emergency repairs.”

The *Act* s. 64(3) permits me to amend an application for dispute resolution. Given that the tenant described more general repairs that are not an emergency, I amend the Application to address their rights and the landlord’s obligation concerning repairs.

Issue(s) to be Decided

Is the landlord obligated by section 32 of the *Act* to make repairs to the rental unit as requested by the tenant?

Background and Evidence

I have reviewed all oral and written evidence before me; however, only the evidence and submissions relevant to this matter are described here.

On their Application, the tenant presented a list of issues: bathroom electrical problems; carpet sharp nails and “metal tape”; broken building main door buzzer entry; broken elevator; and pests. They submitted pictures and videos of the issues inside their individual rental unit.

They described how the carpet strip edge, made of metal, has exposed edges and nails protruding. A short video captures this detail, showing nails of approximately 1 centimetre emerging. They described how this “metal tape” did cut the feet of a frequent small child visitor to their rental unit.

The tenant presented how they sent a letter detailing their requests for repairs to the landlord. They provided a copy of that letter dated October 8, 2020. They sent this letter via registered mail, after receiving cursory responses to emails, and no proof that their calls were received by the landlord. In this letter they described the light/power outlet in the bathroom as being a fire hazard. They had submitted a video to the

landlord of the outlet smoking previously and described receiving a shock from the outlet when using it.

Regarding pests, the tenant described how the landlord initially provided traps; however, there has been no follow-up for approximately one year prior.

The landlord did not attend the hearing and did not provide documentary evidence in advance; therefore, there is no evidence running contrary to that of the tenant here.

Analysis

The *Act* section 32 clearly sets out the landlord obligations for repairs to the rental unit.

I find the evidence from the tenant is sufficient to establish that they made the issues of repair known to the landlord previously. There is no evidence that shows the landlord communicated to the tenant of the need for repairs, or a timeline thereof. The tenant testified the repairs are not complete; to this, there is no evidence to the contrary from the landlord to show otherwise.

Since the landlord failed to complete repair duties as required by the *Act*, I order the landlord to complete specific repairs. These are:

- repair of the carpet edging and/or carpet replacement;
- repair of the bathroom outlet;
- repair of the main building door buzzer function or rectifying its usage or setting.

I also order the landlord to rectify issues with pests that the tenant indicated continues to be a problem. This is a follow-up to the initial attempt at dealing with the issue previously.

I also order the landlord to repair the building elevator. There is no evidence contrary to that of the tenant's statements that the elevator is not functioning as it should.

On these repair items, or those requiring attention from the landlord, I order the landlord address the issues and communicate with the tenant on their completion by January 31, 2021.

Conclusion

The tenant's application for repairs is granted, as set out above.

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: January 4, 2021

Residential Tenancy Branch