



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, FFT

### Introduction

On June 11, 2021, the Tenants applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking the following relief:

- for an order for the Landlord to make repairs to the rental unit.
- to recover the cost of the filing fee.

The matter was scheduled for a teleconference hearing. Both parties were present at the hearing. At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties were informed that recording the hearing is not permitted.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

At the start of the hearing the Tenants were asked if they are still looking to proceed with their application for a repair order. The Tenants testified that the Landlord repaired a bathroom shower after the Tenants applied for dispute resolution, and they do not need to proceed with a request for a repair order; however, they are seeking to recover the \$100.00 filing fee.

The Landlord's agent was asked whether or not the Landlord is in agreement to pay the cost of the filing fee, and she replied "no".

The hearing proceeded to determine whether or not the Tenants are entitled to recover the \$100.00 filing fee.

#### Issues to be Decided

- Are the Tenants entitled to recover the cost of the filing fee?

#### Background and Evidence

The parties testified that the tenancy began on February 15, 2021 as a one-year fixed term tenancy. Rent in the amount of \$2,650.00 is due to be paid to the Landlord by the first day of each month. A security deposit of \$1325.00 was paid by the Tenants to the Landlord.

The Tenants testified that a shower in the rental unit was not useable due to a problem with drainage. They testified that water would flood outwards of the shower area and flood the bathroom floor.

The Tenants testified that on May 7, 2021 they informed the Landlord about the problem, and the Landlord replied that they would take a look at the shower. The Tenants stated that the Landlord replied that it would cost \$5,000.00 to make the repair and the Landlord did not agree to have the shower repaired.

The Tenants sent a letter to the Landlord on June 4, 2021 again asking for the shower to be repaired. The Tenants testified that the Landlord replied on June 10, 2021 stating they will not repair the shower.

The Tenants applied for dispute resolution on June 11, 2021 seeking a repair order. The Tenants testified that in August 2021 the Landlord repaired the shower.

The Tenants are seeking to recover the \$100.00 filing fee.

In reply, the Landlord's agent confirmed that the Landlord sent the June 10, 2021 letter to the Tenants. The Landlord's agent stated that they never said that they would not repair the shower, but they did not have money to make the repair at that time.

The Landlord's agent stated that it took time to arrange for a contractor and the Tenants did not give them enough time.

### Analysis

Section 32 of the Act states 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.*

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

After considering the testimony and evidence, I accept the Tenants' evidence that the shower was overflowing into the bathroom floor area and required repair. I find that the Landlord is responsible to maintain the shower and drainage of the shower.

I have reviewed the documentary evidence. The Landlord's letter dated June 10, 2021 states that the decision was made to leave the shower "*as is with the Landlords financial situation*". I find that the Landlord was declining to repair the shower.

I find that due to the Landlord declining to make the shower repair, the Tenants applied for dispute resolution. The shower was repaired prior to the hearing; however, I find that the Tenants are entitled to recover the cost of the filing fee against the Landlord.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenants were successful in their application, I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution.

I authorize the Tenants to deduct the amount of \$100.00 from one (1) future rent payment.

### Conclusion

The Tenants application was successful. The tenants were entitled under the Act to have the shower repaired, and the repair was not completed until after the Tenants applied for dispute resolution.

I grant the Tenants the amount of \$100.00. I authorize the Tenants to deduct the amount of \$100 from one (1) future rent payment.

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 26, 2021

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Residential Tenancy Branch