



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction

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

- an order to the landlord to make repairs to the rental unit pursuant to section 32.

The tenant's advocate, P.L. (the tenant) attended on behalf of his client, D.B, the tenant. The landlord did not attend or submit any documentary evidence. The tenant referenced a submitted letter authorizing him to speak on behalf of the named tenant.

The tenant was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The tenant stated that the landlord was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on September 17, 2021. The tenant provided in his direct testimony the Canada Post Tracking number (listed on the cover of this decision) as proof of service. I accept the undisputed affirmed evidence of the tenant and find that the landlord has been properly served as per sections 88 and 89 of the Act. Despite not attending the landlord is deemed served as per section 90 of the Act.

At the outset, the tenant stated that there was a recent fire in the rental building which has caused the tenant to temporarily vacate the building due to fire and smoke damage. The tenant stated that the tenancy continues while the tenant awaits permission to return. The tenant stated that all of the personal belongings are still in the rental unit.

Issue(s) to be Decided

Is the tenant entitled to an order for repairs?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks an order for repairs and has submitted written details which states:

On July 9th, 2021, I wrote a letter to my Landlord...asking him to deal with my rat infestation, fix the electrical outlets that are not working, fix my bathroom tub, and to fix the front door to my building. I asked him to deal with/fix these matters by August 1, 2021, and he ignored my requests. I am asking that an Order be issued to deal with these matters/make these repairs. My Landlord has also had recent Administrative Penalty issued against him, by the RTB, and will likely ignore this Order.

[reproduced as written]

The tenant provided direct testimony on the details of his repair requests. The tenant stated that the landlord was served with a letter dated July 9, 2021 listing his repair issues. The tenant stated that as of the date of this hearing nothing has been done.

The tenant stated that there is a rat infestation in the entire building, but specifically in his rental unit which has been reported to the landlord in letter dated July 9, 2021. The tenant stated that approximately 2/3 of the electrical outlets in the rental unit do not work and the tenant has been forced to use extension cords throughout the unit. The tenant stated that the landlord was notified of this issue in the July 9, 2021 letter, but has failed to take any action. The tenant stated his bathtub has been backing up and is unusable. The tenant stated that the landlord was notified of this issue in the July 9, 2021 letter, but has failed to take any action. The tenant stated that the buildings front door was removed and later replaced, but that the replacement door has no bottom half. The tenant stated that the building is unsecured and that people have been coming into the building and sleeping in the hallways.

The tenant seeks an order for a pest control company to attend, inspect and treat the rat infestation issue in the rental unit and the entire building. The tenant seeks an order for a licensed electrician to attend, inspect and make all necessary repairs to the electrical outlets in the rental unit. The tenant seeks an order for a licensed plumber to attend,

inspect and make all necessary repairs to the bathtub for normal usage. The tenant seeks an order for the front entrance door to be installed to provide secure access to the building for safety. The tenant also noted that the landlord has a previous history in non-compliance with the Residential Tenancy Branch Directives and is likely not to comply with any orders.

Analysis

Subsection 32(1) of the Act requires a landlord to maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by the tenant.

In this case, I accept undisputed affirmed evidence of the tenant and find on a balance of probabilities that the tenant has established a claim for repairs for rat infestation, electrical outlets, bathtub plumbing and an unsecured front entrance door.

I order the landlord to retain a licensed pest control company to attend, inspect and treat the rat infestation issue in the rental unit and the entire building.

I order the landlord to retain a licensed electrician to attend, inspect and make all necessary repairs to the electrical outlets in the rental unit.

I order the landlord to retain a licensed plumber to attend, inspect and make all necessary repairs to the bathtub plumbing for normal usage.

I order that the landlord to secure the front entrance door and provide secure access to the building by installing a new door for all tenant(s).

I also note the tenant's concern that based upon the landlord's history of non-compliance and order that the landlord comply with all 4 of these repair orders by January 31, 2022. If the landlord fails to complete these orders by the specified date, the tenant may withhold \$50.00 per month for each of the orders not completed for a total of \$200.00. The tenant may continue to withhold \$50.00 per repair until the landlord completes the order. If there is a dispute as to the completion of an order, either party are at liberty to file an application for dispute to resolve the issue with the Residential Tenancy Branch.

Conclusion

The tenant's application is granted.

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: January 14, 2022

Residential Tenancy Branch