



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      **MNDCT, RR, RP, FFT**

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) to have the landlord make repairs to the rental unit, to be allowed to reduce rent for repairs, for monetary compensation for monetary loss or other money owed and to recover the cost of the filing fee.

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified that they served the landlord’s agent, the building manager, in person on September 23, 2022. The tenant stated that they recorded that conversation. I find that the landlord has been duly served in accordance with the Act.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to have the landlord make repairs to the rental unit. The balance of the tenant’s applications is dismissed, with leave to reapply.

Although I am satisfied the tenant served the landlord’s agent in accordance with the Act, the tenant’s application does not list a service mailing address for the landlord.

**Therefore, I find the tenant must serve a copy of this Decision on the landlord by**

**personal service to an authorized agent for the landlord or by sending a copy of the Decision by registered mail to the service address listed in the tenancy agreement.**

While the tenant has provided an email address in the application for the landlord I have no evidence that leads me to believe this is a pre-agreed service email address for the service of the landlord provide by the landlord for service purposes.

Should a dispute arise on service of this Decision, the onus will be on the tenant to prove it was served, either in person to an authorized agent of the landlord or to the service address of the landlord in the tenancy agreement. I would suggest to the tenant to contact the telephone number on the tenancy agreement for confirmation of the service address of the landlord in the tenancy agreement and to confirm if there is a new incoming building manager acting as their agent.

#### Issue to be Decided

Should the landlord be ordered to make repairs to the rental unit?

#### Background and Evidence

The tenancy began on October 1, 2021. Rent in the amount of \$1,800.00 was payable on the first of each month. A security deposit of \$900.00 was paid by the tenant.

The tenant testified that when they were viewing the rental unit it was agreed that the old carpeting would be replaced. The tenant stated that when they attended the rental unit to move in, the carpeting had been replaced with laminate flooring; however, it was not installed correctly. The tenant stated that it was written in the move-in condition inspection report that the flooring was lifting and had to be repaired. Filed in evidence is a copy of the move-in condition inspection report. Filed in evidence are photographs and original communication.

The tenants testified that the floors are uneven, lifting and they have tripped on it several times. The tenant testified that in September 2022, someone came to inspect the flooring; however, they have never heard back from the landlord and the landlords are ignoring their request.

#### Analysis

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

In this case, I accept the move-in condition inspection report shows the flooring was lifting and in need of repair at the start of the tenancy. This is unreasonable given it was said to have been installed before the tenant took possession. The photographs support the flooring is unlevel, lifting and a tripping hazard. Therefore, I find it appropriate to make the following Orders against the landlord.

**I Order the landlord** that they must attend the rental unit with a qualified flooring technician within 14 days of receiving a copy of this Decision, to inspect the flooring and determine if the floor can be repaired or if it needs to be replacement, with the same or a different product. The landlord is to give the tenant 24 hours notice; the tenant must not deny access for any reason for the inspection of the floors or for the repair of the flooring.

**I Order the landlord** to make any required repairs to the flooring or replacement of flooring as soon as possible; however, this must be completed within 2 months of receiving a copy of this Decision.

Should the landlord fail to comply with my Orders the tenant is a liberty to apply for a rent reduction. The onus is on the tenant to prove the landlord was served with a copy of this Decision as stated above.

As the tenant was successful with their application, I find the tenant is entitled to recover the cost of the filing fee from the landlord. Therefore, I authorize the tenant a onetime rent reduction in the amount of \$100.00 from a future rent payable to the landlord in full satisfaction of this award.

### Conclusion

The landlord must comply with the above Orders. The tenant is entitled to a onetime rent reduction as outlined 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 *Residential Tenancy Act*.

Dated: January 27, 2023

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Residential Tenancy Branch