



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RIDGEVIEW VILLAGE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *ERP*

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to carry out emergency repairs.

The tenant testified that he served the landlord with the notice of hearing package on February 24, 2023, in person. The tenant did not file any proof of service but did testify that on March 03, 2023, he received a phone call from the landlord to confirm the date and time of this hearing. I find the tenant credible and accordingly, I accept the tenant's testimony that the landlord was served with the notice of hearing package on February 24, 2023.

The landlord did not attend the hearing and the hearing continued in the absence of the landlord. The tenant was given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord regarding maintenance and repairs?

Background and Evidence

The tenancy started in May 2022. The monthly rent is \$940.00 payable on the first of each month.

The tenant testified that the lock on the main door was faulty, there was a leak under the kitchen sink and water leaked into the rental unit from a balcony door.

On October 20, 2022, the tenant requested the repair of these items. The tenant followed up with two reminders by phone call on October 27, 2022 and November 15, 2022. The tenant stated that as of the date of this hearing, the repairs were not done. The tenant filed photographs of the doors and kitchen sink that needed repair.

Analysis

Section 32 of the *Residential Tenancy Act*, provides the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case, I order the landlord to conduct the following repairs by March 21, 2023.

1. Repair the main door to the rental unit so that the lock is operational.
2. Repair pipes under the kitchen sink
3. Repair balcony door to stop water leaking into the rental unit.

Conclusion

I order the landlord to carry out the repairs as stated above and have the work completed by **March 21, 2023**. If the landlord does not complete the repairs listed above, by this date the tenant is at liberty to make an application for a rent reduction.

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: March 07, 2023

Residential Tenancy Branch