



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP, FFT

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 33;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and arguments. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Should a repair order be issued to compel the landlord to make repairs to the unit?

Should an order be issued to have the landlord comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to the recovery of the filing fee.

Background and Evidence

The tenant gave the following testimony. The tenant testified that the unit requires the following repairs: the peephole cover is missing, the bathroom door is damaged, the refrigerator icemaker isn't working and the refrigerator water filter needs to be replaced.

The tenant testified that despite numerous attempts, the landlord has not repaired the items and wants them addressed.

The landlord's agent gave the following testimony. The agent testified that he does not dispute the damage to the bathroom door or the peephole cover but needs the owner's permission to fix them or an order from the Branch. The agent does dispute the icemaker and water filter request. The agent testified that the refrigerator still works and that those costs should be covered by the tenant.

Analysis

I address the tenants claim and my findings as follows.

Peephole and bathroom door

In the agent's own testimony, he confirmed that the peephole cover and the bathroom door need to be repaired. Based on that confirmation, I order that the landlord conduct those repairs by no later than June 3, 2023.

Refrigerator Ice Maker and Water Filter

The agent testified that he doesn't think that these items should be the landlord's responsibility to repair. The agent testified that the refrigerator still works. The landlord is responsible for the maintenance and repair of appliances and therefore I order that the landlord repair the icemaker by no later than June 3, 2023. The water filter is the responsibility of the tenants to replace through the course of the tenancy, just as they would replace lightbulbs during the tenancy, accordingly; I dismiss the tenants request for the landlord to replace the water filter without leave to reapply.

Order to Comply

The parties discussed some issues with mailbox and unit keys, however, the tenant advised that they resolved those issues on their own, accordingly; I dismiss this portion of their application.

As the tenant has only been partially successful in their application, I find that they are not entitled to the recovery of the filing fee and dismiss that portion of their application without leave to reapply.

Conclusion

The landlord is to repair the unit peephole, bathroom door and icemaker by no later than June 3, 2023.

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: May 02, 2023

Residential Tenancy Branch