



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP, RP, PSF, RPP

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the Landlord’s compliance - Section 62;
2. An Order for emergency and other repairs - Section 32;
3. An Order for the provision of services and facilities - Section 65; and
4. An Order for the return of personal property - Section 65.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) in person on or about February 14, 2017. The Tenant states that this service was witnessed by another resident. Given this evidence I find that the Landlord has been served in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

The Tenant confirms that no order is required for the provision of services and facilities. The Tenant confirms that the claim for the Landlord’s compliance is in relation to making repairs.

Issue(s) to be Decided

Is the Landlord required to make repairs to the unit?

Is the Landlord required to return the Tenant's personal property?

Background and Evidence

The tenancy started on September 1, 2016. Rent of \$600.00 is payable on the first day of each month.

At the outset of the tenancy a window in the unit was broken and the Landlord promised to repair it. The window has yet to be repaired. On a date between January 1 and January 15, 2017 the Tenant's unit was broken into and belongings were taken. The Tenant states that during the break-in the door to the unit was damaged and could no longer be closed or secured. The incident was reported to both the Landlord and the police. The Tenant has no idea who broke into the unit. Although the Landlord has told the Tenant that the door would be repaired it has not been repaired to date and the Tenant has to secure the door with a nail.

The Tenant seeks an order for the repair of the window and door. The Tenant also seeks return of his belongings.

Analysis

Section 32 of the Act provides that a landlord must provide and 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 a tenant. Based on the undisputed evidence that the unit has a broken window and a door that cannot be closed or secured I find that the Landlord is failing to provide a suitable unit and that the Tenant is entitled to repairs. I therefore order the Landlord to repair the window and door no later than noon on March 8, 2017. Should the Landlord fail to make the repairs by this date the Tenant has leave to reapply for compensation and a rent reduction.

Section 6 of the Act provides that the rights, obligations and prohibitions established under this Act are enforceable between a landlord and tenant under a tenancy

agreement. As there is no evidence that the loss of belongings was due to any act or negligence of the Landlord I find that there is no jurisdiction under the Act to deal with the Tenant's claims for return of belongings lost following a break-in. I therefore dismiss this claim.

Conclusion

The Landlord is ordered to repair the door and window in the unit no later than noon on March 8, 2017.

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 01, 2017

Residential Tenancy Branch