



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, LRE, OLC

Introduction

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

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing via conference call and provided affirmed testimony. Neither party submitted any documentary evidence. The conference call hearing was scheduled as an adjournment due to an administrative error previously on October 23, 2018. Both parties were provided with a notice of an adjourned hearing via an interim decision. As both parties have attended and neither party has raised any service issues, I am satisfied that both parties have been sufficiently served as per section 90 of the Act.

At the outset it was clarified with both parties that the tenant's request for emergency repairs listed was in fact not an "emergency", but were for regular repairs. It was also clarified with both parties that the tenant's request for an order for the landlord to comply with the Act, regulations or tenancy agreement were regarding the type of communication between the two parties. The tenant stated that she did not appreciate the demeanor presented by the landlord when communicating with her. It was clarified with both parties that the Residential Tenancy Branch does not regulate the demeanor of the parties when communication between the landlord and tenant. As such, the tenant's request for emergency repairs is dismissed. However, both parties consented to amending the application to reflect a request for the landlord to make repairs. The

tenant's request for an order for the landlord to comply with the Act, regulations or tenancy agreement is also dismissed.

Issue(s) to be Decided

Is the tenant entitled to an order for the landlord to make repairs?

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

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 regarding:

"Ceiling panels are sagging and...(Landlord) wont replace them. There is large brown spots all over them from the rain. It's a health hazard and safety hazrd. Panels on the outside of the door isn't finished. All the fencing around the home has fallen down and he wont replace it. Also he has left garbage around the property and wont remove it."

Both parties confirmed that the ceiling tiles are from a drop-down ceiling and that a previous roof leak caused some of the panels to be stained and sagging. The tenant stated that she feels the "saggy panels" could fall and she does not like them. The landlord disputed the tenant's claim stating that he has attended and inspected the panel and confirmed that they are stained, but does not feel that the panels could fall unless they were further damaged by water. Both parties confirmed that the landlord offered to paint the panels, but that the tenant had re-painted the panels with the landlord providing the paint materials. The tenant stated that she was not satisfied with the outcome, but did not notify the landlord of her "dis-satisfaction". Both parties confirmed that the staining has no effect on the tenancy other than a "cosmetic". The landlord stated that the staining is purely "cosmetic only". The tenant also seeks an order for the landlord to provide/replace the garbage can as it is inadequate for the rental property. The tenant stated that the landlord has left construction material from a previous renovation in the yard and that the tenant has personal garbage that cannot be dealt with in the provided garbage can. The landlord disputed this claim stating that the construction garbage was removed from the garbage by the tenant to place her own personal garbage left over from her move-in 9 months ago. The landlord stated that he

has offered to remove all of the garbage using his own vehicle if the tenant pays for the dump fee. The landlord stated that the provided garbage can does meet the needs of the rental property.

The tenant also seeks an order to suspend or set conditions on the landlord's right to enter the rental unit/site. Both parties confirmed that this issue is primarily regarding the communication issues between the landlord and tenant. It was suggested to both parties to limit any further issues to conduct all of their future communications in writing to avoid these issues. The tenant accepted this as a compromise, but the landlord stated that he has been trying to communicate with the tenant in writing, but that the tenant has chosen not to respond in writing in return.

Analysis

I accept the affirmed testimony of both parties regarding the tenant's claims for repairs. The tenant has stated that the "sagging panels" pose a safety/cosmetic risk. The landlord has disputed this claiming that the issue is purely cosmetic and that the landlord has tried to resolve this by having the panels painted. Both parties confirmed that the landlord provided paint and the tenant the labour in re-painting the panels. The tenant is "dis-satisfied" with the result. In these circumstances, I find based upon the disputed evidence of both parties that the landlord has complied with the tenant's request in that a resolution was reached by re-painting the panels. I also find that the tenant has failed to provide sufficient evidence to satisfy me that the "sagging panels" pose a safety risk. On the tenant's request for the landlord to provide repairs/replacement of the "sagging panels" is dismissed for lack of sufficient evidence.

On the tenant's request for replacement/upgrade of a garbage can, I find that the tenant has failed to establish a claim. Although the tenant has provided affirmed testimony that the garbage can provided by the landlord is inadequate due to extensive construction material left in the yard, the landlord has also provided affirmed testimony that the existing garbage can is adequate based upon usage. In this case, I find that the tenant has failed to provide sufficient evidence to satisfy me that a replacement/upgrade of the garbage can is required. This portion of the tenant's application is dismissed.

Conclusion

The tenant's application is dismissed without leave to reapply.
Both parties accepted that all future communications be in writing.

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: November 05, 2018

Residential Tenancy Branch