



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: ERP, FF

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to have emergency repairs done and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was represented by his agent.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence. The landlord said that he had not submitted any evidence of his own. I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in February 2014. The tenant stated that the roof leaked and upon informing the landlord of the problem, the landlord made an effort to have the leak repaired. The tenant testified that despite the landlord's efforts to repair the leak, the problem was not fully repaired and the roof continues to leak. The tenant expressed concern for damage to the ceiling and the possibility of mould developing in the damp areas.

The landlord agreed to have the leak fully repaired and to fix the damage to the ceiling within one month of this hearing.

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 and have all work completed by December 05, 2018.

- Repair the roof to ensure that there are no water leaks
- Repair damage to the ceiling and damp areas

Conclusion

I order the landlord to carry out the repairs as stated above and have the work completed by **December 05, 2018**. 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.

The tenant may make a onetime deduction of \$100.00 from a future rent to recover the filing fee.

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