



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding ASK WELLNESS SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, OLC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord make repairs to the rental unit or property and for an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement.

The tenant and an agent for the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

No issues with respect to service or delivery of documents or evidence were raised, and all of the evidence provided by the parties has been reviewed, and the evidence and testimony I find relevant to the application is considered in this Decision.

Issue(s) to be Decided

- Has the tenant established that the landlord should be ordered to replace the blinds in the rental unit and repair or replace the heater unit?
- Has the tenant established that the landlord should be ordered to comply with the *Act*, regulation or tenancy agreement with respect to repairs to the rental unit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on November 1, 2022 and the tenant still resides in the rental unit. Rent in the amount of \$700.00 is payable on the 1st day of each month and there are no rental arrears. On November 1, 2022 the landlord collected a security deposit from the tenant in the amount of \$375.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an old caretaker's suite in a converted motel. A copy of the tenancy agreement has been provided by the parties for this hearing.

The tenant further testified that a move-in condition inspection report was completed at the beginning of the tenancy and the tenant was provided a copy.

The blinds in the rental unit are broken, which was noted by all inspections. There are 9 windows, and only 4 of the blinds were replaced, and the landlord said they wouldn't replace the others saying they are not broken. However, they do not go up and down properly, they tilt but won't raise or go down at all. Numerous photographs and email exchanges have also been provided for this hearing.

The heater unit cannot be controlled because there are no knobs. The landlord said it would be replaced but that didn't happen, then said parts were held up at the border, which the tenant did not know about until receiving the landlord's evidence.

The landlord's agent testified that the tenancy agreement provides for window coverings, and the tenant requested installing 3 blinds, which the landlord replaced. Then the tenant asked for more because they don't hold in a stationary position mid-way up the window. The landlord's agent offered to bring rods and drapes in an email on August 30, 2024, but the tenant denied them.

The landlord's maintenance team is looking for another solution regarding the heater unit, and is still willing to get it done. The landlord has also provided copies of work orders and email exchanges. The landlord posted a notice to access the rental unit and the tenant asked that another be given to allow 2 days with an additional 24 hours, for a full 3 or 4 days. The landlord can either change the knob style or replace the heater unit, but asks for an order in that regard, and that the tenant provide access.

SUBMISSIONS OF THE TENANT:

The request for blinds was over a year and a half ago. Four personnel came in and all 9 blinds were measured. The 4 in the living room were replaced, but not the rest. There are also blinds in the kitchen and 4 in the bedroom area. The landlord's agent blatantly said they are not broken, while all other agents of the landlord said that they are broken. The landlord's agent finally agreed, but wanted to temporarily put up drapes and then get the blinds, but it's been 1 and half years. The Notice to enter was posted to the tenant's door, so was not served until 3 days later and the tenant wanted the full notice of 24 hours, which upset the landlord's agent. The tenant was told that the heater unit would be removed and replaced.

SUBMISSIONS OF THE LANDLORD'S AGENT:

The landlord sent over a heater contractor, and the knobs are a problem and are on order. Measurements of the blinds have been taken, and the landlord has agreed to replace the blinds.

Analysis

The *Residential Tenancy Act* states:

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I have reviewed the tenancy agreement, and I agree with the landlord that window coverings are included.

I have also reviewed the move-in condition inspection report, however I find that it cannot be relied upon because the date of move-in and the date of the report are erased, and the move-out portion shows that the condition at move out is the same as at move-in and shows that the tenant agreed to the landlord keeping the \$375.00 security deposit at the end of the tenancy, but the tenancy has not yet ended.

I accept the undisputed testimony of the tenant that the balance of the blinds that have not yet been replaced are not fully functional. The parties agree that all windows have been measured for blinds, and the landlord's agent testified that they will be replaced, but asks that the tenant allow access. Given the evidence that blinds existed in the rental unit at the beginning of the tenancy, and the tenant's testimony that the blinds in the kitchen and 4 in the bedroom need replacing, I find that the tenant has established that the blinds, having regard to the character of the rental unit, should be replaced with functioning blinds, not drapes.

The tenant is correct, that a landlord must give no less than 24 hours written notice to enter a rental unit, and if a Notice to Enter is posted to the door of the rental unit, it is not deemed served until 3 days after posting. That would constitute 3 days plus 24 hours notice.

The landlord does not dispute the broken heater unit. Although I accept the testimony of the landlord's agent that parts have been held up at the border, the landlord also testified that a new heating unit can be obtained.

I order the landlord to replace the blinds with functional blinds, and to replace or repair the heater unit by no later than September 30, 2024. I further order that the landlord

give no less than 24 hours written notice to enter, and if given by posting to the door of the rental unit, the landlord allow another 3 days.

I also note that the rental amount as stated in the tenancy agreement is \$700.00 per month, and requires the tenant to pay a security deposit in the amount of \$375.00, which I find is unlawful. A landlord may not collect more than half a month's rent as a security deposit, which in this case would be \$350.00. The law states that a tenant may reduce rent by an amount that is over half of the amount of rent, and I order that the tenant may do so.

Conclusion

For the reasons set out above, I hereby order the landlord to replace all broken or non-functioning blinds with functioning blinds by no later than September 30, 2024.

I further order that the landlord repair or replace the heating unit in the rental home by no later than September 30, 2024.

I further order the landlord to comply with the *Residential Tenancy Act* by giving the tenant no less than 24 hours written notice to make such repairs, and if given by posting to the door of the rental unit, the landlord allow another 3 days prior to entry.

I further order that the tenant be permitted to reduce rent by \$25.00 for a future month in order to reduce the security deposit that the landlord may hold in trust to half a month's rent payable under the tenancy agreement.

I further order the landlord to comply with the *Residential Tenancy Act* by making repairs as they are required.

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: September 19, 2024

Residential Tenancy Branch