

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNC CNR MT

Introduction

This matter dealt with an application by the tenant for an order to reduce the rent related to repairs required to the rental unit.

The tenant appeared at the hearing, but there was no appearance by the landlord. The tenant gave evidence that he personally served the landlord with the application for dispute resolution and the notice of hearing on November 15, 2008. I find that the landlord has been duly served as required and that the hearing would continue in her absence.

Issue(s) to be Decided

Is the tenant entitled to a rent reduction, and if so in what amount?

Background and Evidence

The tenant's evidence is that the tenancy commenced on December 21, 2007 and that the monthly rent payable is \$625.00. The tenant alleges that there are numerous significant defects in the rental unit that require repair. The tenant's evidence is that he has notified the landlord of these defects by way of written notes, on three occasions since January 2008, and that the repairs have not been done. The tenant also states that he has followed up his notes with phone calls to the landlord as well.

The tenant states that the following items are defective and require repairs:

- the door buzzer to allow guests into the building does not work
- the fridge was replaced with a fridge with no shelves in it
- the bathroom sink was plugged for four months and has recently been repaired
- the dowel to hang clothes on in the closet is missing
- the shower head leaks constantly
- the diverter in the bathtub does not work
- water leaks into the bathroom from the rental unit above the one occupied by the tenant and has caused gyproc to fall from the ceiling
- the towel bar and toilet paper holder are missing from the bathroom
- the rental unit is infested with cockroaches and the landlord has told the tenant to spray the area himself

Analysis

I find that the evidence presented by the tenant is undisputed and as such I find that he has met the burden of proof that repairs are required to the rental unit. I further find that these items are significant enough to warrant a rent reduction for the tenant.

I order that the landlord is required to complete the repairs to all of the items listed below and that the tenant will be entitled to a rent reduction per item as noted until such time as all of the repairs are completed.

Item to be Repaired	Rent Reduction Amount Allowed
Door buzzer to be made operational	\$30.00
Supply and install fridge shelves	\$30.00
Repair leaking shower head	\$30.00
Repair bathtub diverter	\$30.00
Supply and install towel rod and toilet paper holder	\$20.00
Engage the services of certified pest control agent to eliminate pest infestation	\$100.00

Repair the leak into the bathroom ceiling and repair gyproc and paint.	\$125.00
Total Rent Reduction	\$365.00

Conclusion

I order that the tenant is entitled to a rent reduction of **\$365.00** per month until the repairs have been completed. The amount of reduction as shown for each item above may be deducted from the monthly rent for each and every month when the repairs have not been completed.

The rent reduction is effective as of December 3, 2008 and I pro-rate the reduction for December to the amount of \$329.56. If the tenant has paid the rent for December they may deduct the amount of \$326.56 from the January rent, as well as the applicable reduction for the above items if the repairs have not been completed.

In the event that the landlord fails to complete the repairs within 60 days of this decision, the tenant has leave to apply for a monetary order to complete the repairs.

Dated: December 3, 2008