



Dispute Resolution Services

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

Decision

Dispute Codes: DRI, MNDC, FF

Introduction

This matter dealt with an application by the Tenant to dispute a rent increase and for a Monetary Order for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Is the Tenant entitled to a rent reduction and if so, by how much?
2. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

This month to month tenancy started on March 1, 1981. In previous proceedings between these parties (File #196279) heard on May 23, 2007, the Landlord was ordered to make repairs to the rental unit. When the Landlord failed to carry out the ordered repairs, the Tenant reapplied under File #700771 for compensation for damages. On September 5, 2007, an Order was made granting the Tenant a rent reduction of \$100.00 per month or part thereof ***“until all repairs were fully completed and all cleaning related to those repairs also completed.”***

At the date of the last hearing in 2007, rent was \$630.00 per month. The Landlord claimed that a rent increase went into effect on March 1, 2008, resulting in a new rent of \$653.31. The Tenant said he had no knowledge of the last rent increase and has been paying rent of \$530.00 per month up to and including November 1, 2008. The Landlord provided to the Residential Tenancy Branch a copy of a letter dated November 6, 2008 together with 3 invoices for painting and cleaning. The Landlord claims that all repairs and cleaning have been completed but that the Tenant refuses to pay the full amount of rent.

The Tenant argues that repairs and cleaning have not been completed. The Tenant claims that the carpet is still stained and soiled and needs to be replaced. The Tenant also claims that there are still paint spatters on baseboards, the stove, light fixtures, the bathroom sink, toilet and towel rack, door knobs and shower curtain as a result of the

unit being painted. The Tenant said that the kitchen cabinet above the sink was not repaired properly with the result that the doors are sagging and the hinges are falling off. Consequently, the Tenant argues that the Landlord has still not complied with the repair order made on May 23, 2007 and the further order made September 5, 2007 to clean up the mess from those repairs and that he is therefore still entitled to a rent reduction of \$100.00 per month. The Tenant also sought to be reimbursed expenses related to filing this application such as travel (or gas), photocopy and photograph expenses. The Tenant also sought compensation for a lamp he says was damaged by a contractor when the repairs were being done.

Analysis

Both parties provided copies of photographs of the rental unit taken on December 2, 2008 when they were both present. Having regard to all of the evidence, I find that the Landlord has not completed repairs to the rental unit as ordered on May 23, 2007 or the clean up order made on September 5, 2007. In particular, I find that the carpets (although being cleaned twice) are in very poor condition in that they are worn, torn, soiled and stained. Consequently, I conclude that the carpets are likely not salvageable and the Landlord will likely have to replace them in order to comply with the repair order. I also find that there are paint spatters in the bathroom as the Tenant claimed as well as on the baseboards (or plastic edging). I did not note any spatters on the light fixtures in the kitchen, however there appears to be a small one on the stove.

As a result, I find that until the Landlord brings the carpet to a reasonably clean standard and removes stains (or replaces the carpet) and removes the paint spatters from the baseboards and bathroom and kitchen areas, the Tenant will be and is entitled to a rent reduction. As the Tenant has been successful in this matter, I find he is entitled to be reimbursed his filing fee of \$50.00 as well as his reasonable costs for photographs and photocopies in the amount of \$26.08. I decline to award any amounts for travel as there was no evidence of the distance traveled in support of that claim. The Tenant may deduct this amount **(\$76.08)** from his next rent payment when it is due and payable to the Landlord. The Tenant's application for compensation for damage to a floor lamp is dismissed with leave to reapply.

Conclusion

The Tenant's application is granted. The Tenant will continue to be entitled to a rent reduction of \$100.00 per month until such time as the Landlord complies with the repair and clean up orders made May 23, 2007 and September 5, 2007 respectively.