

DECISION

Dispute Codes: MNDC, OLC, ERP, RP, RR

This hearing dealt with an application by the tenant for an order for the landlord to make emergency repairs and repairs and to allow the tenants to reduce rent.

The tenants began their tenancy on December 15, 2008 with an obligation to pay a monthly rent of \$1100.00 payable in advance on the first of each month.

During the course of the hearing, the parties reached an agreement to settle the issues of emergency repairs and repairs on the following conditions. By March 31, 2009,

1. the landlord will resolve the problem with the animals living inside the roof and the wall of the house;
2. the landlord will complete repair of the water leak in the kitchen ceiling and the damages to the walls and electrical outlets;
3. the landlord will inspect front entrance door for any gaps between the door and the door frame and complete the necessary repairs;
4. the landlord will inspect the heating duct of the front bedroom with the tenants and complete any necessary repairs;
5. the landlord will inspect the shed with the tenants and remove any items in there that do not belong to the tenants.

With respect to the tenant's application for rent reduction, here are my findings and conclusion.

The landlord did not dispute that the animal problem has persisted despite his effort to resolve the problem. However, I find no evidence to indicate that the

tenant's usage of the unit has been affected in any way by this problem. The tenants are therefore not entitled to a rent reduction because of the animal problem.

The tenants said that there is water leak in the kitchen ceiling and a piece of drywall has fallen off as a result. As well, the water leak is dripping onto two electrical outlets. The tenants and the landlord agreed that the tenants first informed the landlord of the problem on January 7, 2009. The landlord did not dispute that there is a water leak in the kitchen ceiling, the walls are damaged and the electrical outlets are also affected. The landlord said that he responded to the reported problem by making an appointment with the tenants to repair the damages on February 9. On that day, the landlord telephoned the tenants to confirm their appointment and was informed that the tenants wanted to cancel their appointment. During this telephone conversation, the landlord and male tenant agreed that the tenants would call the landlord to set another time. The tenants never called the landlord back. No evidence was adduced to indicate that the tenants were unable to use their kitchen because of this problem. However, some of the photos submitted by the tenants show that water was dripping down from the kitchen ceiling. Based on the above, I find that the tenants have had to deal with dripping water in their kitchen. I also find that the tenants have not been able to use the two electrical outlets in their kitchen. Accordingly, I find that the tenants are entitled to a rent reduction for the period from January 7 to February 9 in the amount of \$110.00 and for the period from today's date to March 31 in the amount of \$55.00 for a total of \$165.00.

The tenants said that the front bedroom has no heating duct. Furthermore, there is a draft coming in from the front door because of the gaps. Therefore the front bedroom is cold and unusable. The landlord maintained that the front bedroom does have a heating duct and that there is heat coming out from this duct. The tenants and the landlord agreed that they will inspect the alleged problem together and determine if any repairs are required. I therefore dismiss the

tenants' application for rent reduction based on the lack of heat in the front bedroom with leave to re-apply.

The landlord and tenants agreed that the tenancy includes the use of the shed. The tenants said that the shed is filled with several possessions that do not belong to them. The landlord maintained that the shed is empty with exception of a garbage bag filled with leafs. The tenants and the landlord agreed that they will inspect the shed together and should there be items there that do not belong to the tenants, the landlord will remove them. I therefore dismiss the tenants' application for rent reduction based on their inability to use the shed with leave to re-apply.

The tenants are entitled to a rent reduction in the amount of \$165.00 which they can deduct from their next month's rent.

Dated March 16, 2009.