

## **DECISION**

**Dispute Codes:** RP, RR

This hearing dealt with an application by the tenant for the landlord to make repairs to the unit and to allow the tenant to reduce rent for repairs and facilities agreed upon but not provided.

The tenancy started on July 12, 2000. A monthly rent in the amount of \$514.00 is payable on the first of each month.

The landlord and the tenant agreed on the following facts. On June 2, 2009, water started leaking into the tenant's washroom, closet area and hallway from the upstairs unit. The repair of the water leak was not completed until June 21. The water leak resulted in damages to several areas of the tenant's unit. While some of the damages have been addressed, there are still three outstanding items to be completed. These three items are: 1) carpet cleaning, 2) re-painting washroom, closet and hallway walls, and 3) repairing washroom door frame and door.

The tenant is seeking compensation as follows.

### **Rent Reduction**

The tenant is seeking rent reduction of \$150.00 for each of the months of June and July. I note the photos submitted by the tenant show that 1) the washroom walls were wet and mouldy. As well, an electrical outlet was located on one of the wet washroom walls; 2) the closet wall was wet and mouldy. As well, the carpet around the area was wet; and 3) water was leaking down from the ceiling light fixture in the hallway onto the carpet. The landlord did not dispute that

tenant's claim for rent reduction. I therefore find reasonable to allow a rent reduction of \$150.00 for June and July for a total amount of \$300.00.

### Cleaning

The tenant said that from June 2 to June 21, puddles of water would continuously form on the flooring and such water was dirty and stinky. Therefore, throughout the day, he had to mop up water and carry buckets of water away. The tenant added that he spent an average of 2 hours a day to carry out such cleaning. He is seeking for compensation for his labour at \$8.00 an hour for 2 hours a day for the period from June 2 to June 21. The landlord did not dispute the tenant's claim. I find the tenant's claim to be reasonable and I allow a claim of \$16.00 a day for 20 days for a total of \$320.00.

### Utility Charges

The tenant said that for 15 days in June, he kept a fan on to dry the wet carpets. He is seeking compensation of 50 cents to \$1.00 a day for the extra consumption of hydro during this period. The landlord did not dispute the tenant's claim. I find reasonable to allow a claim of 50 cents a day for 15 days for a total of \$7.50.

### Conclusion

Based on the above, I find that the tenant has established a total claim of \$627.50 comprised of \$300.00 in rent reduction, \$320.00 as compensation for his labour in cleaning and \$7.50 as compensation for the extra consumption of hydro. I grant the tenant an order under section 67 for the balance due of \$627.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant will also have an order that the landlord complete the three pending repairs as stated above. In addition, the tenant will have rent reduction for

\$150.00 per month commencing August 1, 2009 and every month or part thereof until all of the repairs are finished.

Dated July 29, 2009.