

## **DECISION**

**Dispute Codes:** ERP, RP, RR, SS

This hearing dealt with an application by the tenants for 1) the landlords to make repairs and emergency repairs for health and safety reasons and 2) to allow the tenants to reduce rent for repairs agreed upon but not provided.

On or about June 3, 2009, the tenants viewed the rental unit. On June 15, 2009, the landlords collected a security deposit in the amount of \$550.00 from the tenants. On the same day, the tenancy started. A monthly rent in the amount of \$1100.00 is payable in advance on the first day of each month.

The tenants gave the following testimony regarding the repairs required for the unit. When they viewed the rental unit on June 3, 2009, the landlords said that anything that had to be done would be completed before the tenancy started. On June 15, 2009, the tenants moved in and found numerous uncompleted repairs. The tenants tried to reach the landlords but could only talk to their secretary at the office. The secretary's response was that the repairs would not be done. On July 30, 2009, the tenants sent the landlords a written list of repairs required for the unit. This list was submitted as documentary evidence for the hearing.

The landlords said that when the tenants rented the unit, it was based on their acceptance of the unit in the "as is" condition and no promise was made to the tenants to fix anything. The landlords acknowledged that they would make all repairs that concern the safety and security of the tenants. The landlords also acknowledged receipt of the July 30, 2009 list of required repairs from the tenants.

The tenants maintained that the landlords had promised to fix up the property before they started the tenancy but they were unspecific as to what the landlords

were prepared to fix. Accordingly, I find that there was no agreement between the parties that the landlords would carry out specific repairs to the unit. During the hearing, the tenants withdrew their application for the landlords to make the following repairs:

1. Painting inside and outside of the house
2. Further landscaping of the yard
3. Relocating the garage power outlet which is located next to the water outlet
4. Replacing plastic tubing with copper pipes
5. Repairing the scratched wood floor and the slit in the wood floor

During the hearing, the landlords agreed to complete the following repairs by September 4, 2009:

1. Installing a lock on the patio door
2. Ensuring nails are in place on the wooden deck
3. Supplying the tenants with a key to the garage

The landlords also agreed to address the mould problem on the bathroom windows by September 11, 2009.

The landlords further agreed to carry out the following inspections by September 11, 2009 to determine whether repair or replacement is required:

1. The wooden deck for safety
2. The furnace which has a notation from a heating company stating it requires replacement on August 14, 2006
3. The kitchen and bathroom sinks for water leakage and the cupboards underneath for damage
4. The window seals in the bedroom for damage

5. The electrical panel with loose wires
6. The smoke detectors for good working order
7. The door between the kitchen and hallway for damage

The tenants said that the glass panels of the two screen doors are missing and they are asking the landlord to replace them. As stated earlier, I find no agreement between the parties for the landlord to make specific repairs to the unit. I also find insufficient evidence to show that the missing glass panels on the screen doors would pose any health or safety risk to the tenants. Accordingly, I dismiss the tenants' claim in this regard.

The tenants said that there is a crack in the living room ceiling but there is no leak. The landlords said that cracks are common in houses due to settling of the foundation. Again, I find no agreement between the parties for the landlord to make specific repairs to the unit. I also find insufficient evidence to show that the crack in the ceiling would pose any health or safety risk to the tenants. Accordingly, I dismiss the tenants' application in this regard.

The tenants said that one kitchen cupboard door and the bedroom closet door are missing and the kitchen cupboards are not installed properly. The landlords said that when the tenants viewed the unit, these doors were already missing and there was no agreement for the landlords to replace them. Again, I find no agreement between the parties for the landlord to make specific repairs to the unit. I also find insufficient evidence to show that the missing doors would pose any health or safety risk to the tenants or that the kitchen cupboards are improperly installed. Accordingly, I dismiss the tenants' application in this regard.

The tenants are seeking rent reduction for the requested repairs. Both parties agreed to the followings.

1. The pit in the backyard was repaired by August 15.
2. The outside water was restored by August 19.
3. There is no lock on the patio door and the landlord will install such a lock by September 4.
4. The tenants never received a key to the garage and the landlord will supply such a key by September 4.
5. There has been water leakage in the kitchen and bathroom sinks and the cupboards underneath are damaged. The landlord had previously sent in a contractor to deal with the problems but photos submitted show the problems not to be resolved. During the hearing, the landlords agreed to re-inspect the problems by September 11.

The tenants said that following regarding the moulds on the bathroom window. The moulds were present when they moved in. They had tried to inform the landlord verbally. As well, at the end of July, they sent in a list of required repairs to the landlords and the list included this item. The landlords did not dispute the existence of the moulds but they said that the problem could have been caused by the tenants' failure to ventilate the bathroom. The document sent by the tenants to the landlords at the end of July shows the following notation: "The bathroom window has mold along the window seal". Based on this document, I find on the balance of probabilities that there were moulds on the bathroom window since the start of the tenancy. During the hearing, the landlords agreed to address the mould problem by September 11.

Based on the above, I find that the tenants are entitled to following rent reductions: 1) a 20% rent reduction for the period from June 15 to August 31 for the amount \$550.00 and 2) a 15% rent reduction of \$165.00 for the month of September. The tenants may deduct the total amount of \$715.00 from the October rent.

As for the 7 items the landlords had agreed to inspect by September 11, 2009, the tenants may re-apply for dispute resolution should they remain unsolved.

Dated August 28, 2009.