

DECISION

Dispute Codes: RP and RR

Introduction

This application was brought by the tenant seeking an order for the landlord to complete repairs to the rental unit or to authorize the tenant to have the repairs done and deduct the cost from future rent.

Issue(s) to be Decided

This matter requires a decision on whether the evidence presented warrants an order for the landlord to make repairs or authorization for the tenant to have the repairs done and deduct the costs from rent.

Background and Evidence

This tenancy began on June 1, 2005. Rent is \$625 per month and the landlord holds a security deposit of \$312.50 paid on June 1, 2005.

During the hearing, the tenant gave evidence that for the power outlets in the living room and dining room and the light in the kitchen do not work.

She submitted into evidence a Certificate of Electrical Inspection dated October 21, 2008 ordering the landlord to have a number of matters related to the wiring checked and repaired by a qualified electrician by October 28, 2009.

According to the tenant, the work has not been done and the landlord has refused to have it done. The landlord gave evidence that he had not done the work because believed the electrical problems resulted from the tenant or persons permitted by the tenant attempting modifications or repairs.

Analysis

Section 32 of the Act states that:

- (1) A landlord must provide and maintain residential property in a state of decoration and repair that
 - (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I find that this section unquestionably imposes a duty on the landlord to have the required repairs to the electrical system done forthwith. If evidence emerges that the repairs were the result of tampering by the tenant, then the landlord would be at liberty to make application to claim for damages. However, the work must be done.

Conclusion

Therefore, as authorized by section 32, 33 and section 62(3) of the *Act*, I hereby order that the landlord have a fully qualified electrician do the repairs by no later than November 15, 2009.

If the repairs are not completed by November 15, 2009, I hereby authorize the tenant to contract with a qualified electrician to complete the repairs and to deduct the cost from future rent to an amount equal to the electrician's billing. In the event the tenant must make the contract, she must provide the landlord with a copy of the electrician's invoice and a statement of the account before deducting rent.