

Decision

Dispute Codes: RP, RR, FF

Introduction

This is the Tenant's application for a an order that the Landlord make repairs to the rental unit; for a reduction in rent for repairs, services or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlord.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed testimony and this matter proceeded on its merits.

Issue(s) to be Decided

- (1) Should the Landlord be ordered to make repairs to the rental unit?
- (2) Is the Tenant entitled to a rent reduction until such time as repairs are made?

Background and Evidence

The rental unit is miner's cottage, built in the 1930s. The tenancy started in May of 2005. Current rent is \$668.88 per month.

The Tenant gave the following testimony and evidence:

On February 21, 2009, the Tenant wrote to the Landlord advising that the hot water in the kitchen was not flowing at normal speed, and requesting that the Landlord fix the problem. The Tenant had noticed the flow decreasing over the past few months, but it was getting progressively worse.

The Landlord did not attend to fixing the problem, so the Tenant wrote another letter to the Landlord on October 28, 2009. The Tenant provided copies of the letters in evidence.

On November 7, 2009, the Landlord repaired a leaking pipe in the kitchen, but the hot water was still flowing at an unacceptable rate. The Tenant timed the flow and it took 1.5 minutes to fill a 4 litre container with hot water and 5 minutes to fill the kitchen sink. The Landlord told the Tenant that all of the plumbing would have to be replaced and that he would do it "next year". The Tenant stated that it was very inconvenient to have to wait such a long time to fill her sink to do dishes. The Tenant is applying for a 10% rent reduction from February, 2009, until the problem has been rectified.

The Landlord gave the following testimony:

The Landlord acknowledged that there is a problem with the water pressure in the rental unit. He stated that he has replaced the kitchen and bathtub taps, cartridges and the main spout. With respect to the problem with the flow of hot water in the Tenant's kitchen, the Landlord stated that the pipes throughout the house probably had to be replaced. The Landlord stated that the pipes run under the house, which is on a sloping crawl space varying in height from 2 ½ feet to a little more than 1 foot near the kitchen area. The Landlord will have to dig out an access area or jack up the house in order to replace or repair the pipes, and the water would have to be turned off for one to two months. Therefore, the rental unit would have to be vacant for that period of time. The Landlord will investigate his options when the weather is better, in late spring. In the meantime, the Landlord stated that although the hot water runs slowly, the Tenant still has hot water and he doesn't agree that she should be awarded a rent reduction.

Analysis

The Tenant has lived in the rental property for almost 5 years. At the beginning of the tenancy, the water pressure was satisfactory, but has deteriorated over the past year to the point where it now takes 5 minutes to fill the kitchen sink.

I accept that it is inconvenient and time consuming for the Tenant to have to wait 5 minutes for the kitchen sink to fill every time she wants to wash dishes or use the sink for another purpose, but find her request for a 10% rent reduction to be unreasonable. I therefore award the Tenant rent abatement from March, 2009 to January, 2010 at the rate of 5% per month. I award the Tenant a rent reduction of 5% from February, 2010, until such time as the Tenant's water pressure is back to an acceptable standard.

The Tenant has been successful in her application and is entitled to recover the cost of the filing fee from the Landlord. Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct the amount of \$50.00 from future rent.

I calculate the rent abatement as follows:

$$\$668.88 \times 5\% = \$33.34.$$

$$\$33.34 \times 11 \text{ months} = \$366.74$$

I order that the Tenant may deduct the rent abatement of \$366.74 and the filing fee of \$50.00 from her reduced rent of \$635.54 for the month of February, 2010.

Therefore, the Tenant will pay \$218.80 for rent for the month of February, 2010, and \$635.54 in monthly rent thereafter until the pipes have been repaired or replaced.

Conclusion

The Tenant's rent will be \$218.80 for the month of February, 2010. Thereafter, the Tenant will pay the Landlord monthly rent in the amount of \$635.54 until the plumbing in the rental unit has been repaired to allow hot water to flow at an acceptable rate.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Residential Tenancy Act.

January 25, 2010

Date of Decision
