



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      ERP, RP, RR

### Introduction

This hearing dealt with 10 joined Applications for Dispute Resolution filed by the Tenants, seeking orders to have the Landlord make repairs or emergency repairs to the elevator and intercom system at the building where the rental units are located, and for a reduction in rent for repairs to services or facilities not provided.

One Tenant appeared as advocate for the other Tenants. She provided affirmed testimony and evidence. She testified that the Landlord had been served with the Notice of Hearing and Applications for Dispute Resolution, by serving an Agent for the Landlord on January 28, 2010. I find that the Landlord has been served in accordance with the Act. Despite this, no one appeared on behalf of the Landlord.

### Issues(s) to be Decided

Is the Landlord required to make the requested repairs?

Are the Tenants entitled to a rent reduction?

### Background and Evidence

At the outset of the hearing, the Tenant explained that the repairs they are seeking had been completed by February 1, 2010, after they filed these Applications.

The Tenant testified that on or about November 20, 2009, the elevator at the building stopped working. The building is four stories in height and contains about 53 rental units.

Approximately 2 days after the elevator ceased working, the intercom system for the building also stopped working. This posed an additional problem for the occupants, as the postal delivery service relied on using the intercom to gain access to the building to deliver mail. The Tenants had to go to the post office to pick up their mail during December of 2009, and January of 2010.

Therefore, the Tenants were without a working elevator or mail delivery for approximately 70 days, from November 22, 2009, until January 31, 2010.

The Tenant testified that the usual residential manager was absent during this time and the Landlord had an interim residential manager working in the building. The Tenant alleges the interim residential manager did not call the Landlord about the elevator repair, nor did this person call an elevator repair company. There was no evidence to contradict this from the Landlord.

The Tenant testified that the Landlord seldom returned phone calls when they called to see when the repairs would be made, or to get information. The Landlord put up a sign on the elevator stating it was "out of order" and a notice at the mailbox informing Tenants of the location they could pick up their mail.

### Analysis

Based on the foregoing, the uncontradicted testimony and evidence of the Tenants, and on a balance of probabilities, I find as follows:

The Landlord has completed the repairs, and therefore, an order compelling the Landlord to make repairs is no longer required.

I allow the claim of the Tenants for a reduction in rent. The elevator and the intercom at the building are services or facilities as defined by the Act, and during the breakdown and repair of the elevator and the intercom, these services were terminated or restricted.

The Landlord has a duty to ensure repairs such as these are made as soon as possible. The Landlord submitted no evidence in these claims to explain if there were mitigating factors, such as a lack of parts, which caused the delay in having the elevator or intercom repaired. I accept the evidence of the Tenants that the Landlord is not communicating effectively with the Tenants.

I find that the Tenants suffered a loss due to the termination or restriction of the services or facilities by the Landlord. I find that the Tenants' rents should be reduced due to the loss of these services or facilities.

I also find that the Tenants' compensation should reflect the degree of inconvenience and hardship experienced which will be influenced by factors such as the respective Tenant's physical circumstances and the floor they reside upon.

For example, one of the Tenants has medical conditions and requires the use of a walker and therefore, she would have suffered a greater degree of inconvenience. Another Tenant had a newborn baby and therefore, she would also have suffered a greater degree of inconvenience.

Another Tenant, who resides on the top floor of the building, relies on his bicycle for transportation. He was unable to bring his bike up in the elevator and there are building rules about bringing bicycles up through the staircase. Nevertheless, I do not find this

circumstance itself forced the Tenant to suffer a greater degree of inconvenience, as he could have locked up his bike outside, alleviating the need to carry the bike upstairs. There was simply insufficient evidence provided to award him any additional amount for this inconvenience, aside from him being on the top floor.

Therefore, I allow the Tenants the rent reductions in the percentages as calculated in the table below, for the period of two (2) months while the elevator and intercom were not functioning.

The Tenants may reduce future rent payments, or request the Landlord reimburse them in payment, in the amounts as set out below:

| UNIT | FLOOR | ABILITY CIRCUMSTANCE | ELEVATOR REDUCTION | MAIL REDUCTION | TOTAL REDUCTION FOR TWO MONTHS | TOTAL MONETARY COMPENSATION AWARDED |
|------|-------|----------------------|--------------------|----------------|--------------------------------|-------------------------------------|
| 411  | 4     |                      | 15%                | 10%            | 25%                            | <b>\$212.50</b>                     |
| 307  | 3     | New baby             | 20%                | 10%            | 30%                            | <b>\$360.00</b>                     |
| 306  | 3     |                      | 10%                | 10%            | 20%                            | <b>\$180.00</b>                     |
| 305  | 3     |                      | 10%                | 10%            | 20%                            | <b>\$180.00</b>                     |
| 311  | 3     |                      | 10%                | 10%            | 20%                            | <b>\$164.40</b>                     |
| 312  | 3     |                      | 10%                | 10%            | 20%                            | <b>\$260.00</b>                     |
| 204  | 2     |                      | 5%                 | 10%            | 15%                            | <b>\$120.00</b>                     |
| 211  | 2     |                      | 5%                 | 10%            | 15%                            | <b>\$124.50</b>                     |

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*.

Dated: February 09, 2010.

---

Dispute Resolution Officer