

DECISION

Dispute Codes RP, RR, FF

Introduction

This hearing dealt with an application by the tenant for an order that the landlord perform repairs, an order permitting her to reduce her rent and the recovery of her filing fee. Both parties participated in the conference call hearing.

At the hearing the landlord's agent advised that the landlord had plans to replace the roof of the residential property and expected to do so in the latter part of April. The landlord further advised that the affected area of the tenant's ceiling would be replaced after the work on the roof was completed. The tenant indicated that she was satisfied that the repairs would be completed. Accordingly I find that an order for the landlord to perform repairs is not required. The hearing dealt with compensation issues.

Issues(s) to be Decided

Should the tenant be permitted to reduce her rent until repairs are completed?

Background and Evidence

The parties agreed that in November 2009 the ceiling in the rental unit began leaking. The tenant reported the leak to the landlord's agent. The landlord inspected the ceiling the day after the tenant reported the leak. Several days later, the landlord advised the tenant that they were hiring a roofer to repair leaks in the roof. When the tenant paid her rent for December she advised the landlord's agent that the ceiling was still leaking. The landlord's agent telephoned her the same day and advised that the landlord would be informed of the tenant's concerns. On or about December 31 the landlord advised the tenant that work on the roof had been performed approximately 2 weeks prior and asked if there were further leaks. The tenant advised that the leak appeared to have been fixed. When the tenant paid her rent for January she wrote another letter indicating that she was concerned about mould growth in the affected area of her ceiling

and requesting the landlord to address the issue. On or about January 6 the landlord painted the tenant with a mildew resistant coating. The tenant expressed dissatisfaction with the landlord's remedy, advising that the affected area of the ceiling needed to be replaced. The landlord at that time indicated that he had no plans to replace the ceiling. Several days after this interaction the stains in the ceiling reappeared and the tenant reported this to the landlord who inspected the ceiling. The ceiling began to drip again in January, which the tenant reported to the landlord.

The tenant seeks an order permitting her to reduce her rent to compensate her for loss of quiet enjoyment and for exposure to what she believes is a hazard to her health. The landlord's agent argued that the landlord has responded in a timely manner to each of the tenant's complaints and has made repeated efforts to repair the roof, recently coming to the conclusion that the roof required replacement.

Analysis

The landlord has an obligation to repair and maintain the residential property. I am satisfied that each time the tenant advised the landlord of the problems in the rental unit, the landlord performed an inspection and made repairs which he believed would remedy the situation. It is reasonable that the landlord would attempt to repair the roof in the most cost effective manner possible, with a replacement of the roof kept as a last resort. However, the landlord had a contractual obligation to the tenant to provide her with a ceiling which was not leaking. I find that the tenant lost some degree of quiet enjoyment of the rental unit beginning in November and is entitled to be compensated for that loss. I find that the tenant has not proven that moulds are present in the unit or that any moulds which are present pose a health risk. I find that an award of \$200.00 will adequately compensate the tenant for the loss of quiet enjoyment she has experienced from November up until the end of April, which is the date by which the landlord expects to have the roof replaced.

Conclusion

The tenant may deduct \$250.00 from rent payable to the landlord in April which represents compensation for her loss of quiet enjoyment and the \$50.00 filing fee she paid to bring her application. If the repairs to both the roof and the ceiling of the tenant's apartment are not completed by the time the tenant's rent is due for the month of May, the tenant may deduct a further \$25.00 from her rent for that month and each month thereafter until the repairs are completed.

Dated: March 03, 2010
