

FINAL DECISION

Dispute Codes ERP, RP, RPP, LRE, RR, FF

Introduction

This series of hearings dealt with the Tenant's Application for Dispute Resolution, seeking amongst other relief, repairs to the rental unit and a rent reduction.

An Interim Decision was reached on February 25, 2010, and this Decision is my final determination in this matter.

Issues(s) to be Decided

Is the Tenant entitled to the relief sought in the Application?

Background and Evidence

This was the fourth hearing regarding the repairs that are required to be made to the rental unit. The history of the hearings, repeated from the Interim Decision, is as follows:

“On October 19, 2009, a hearing was conducted in which the Tenant testified and provided evidence that the rental unit does not comply with section 32 of the Act. The Tenant had submitted a list of repairs for the rental unit to the Agent for the Landlord in early August of 2009. The repairs had not begun by August 31, 2009, when the Tenant filed this Application. Some of the requested repairs included, but were not limited to, repairing a clogged stove vent, and replacing carpeting, tiles and counter tops. The Tenant also had complained that the Agent for the Landlord was entering the rental unit without the Notice required under the Act for the Landlord to access the rental unit. The Agent for the Landlord acknowledged during this hearing that there is work which needs to be done in the rental unit. The Agent for the Landlord also testified that the Tenant was not the best of housekeepers. At the end of the first hearing the parties agreed that the Landlord and the Tenant would come up with a plan to begin work on the rental unit and the hearing was adjourned until December 3, 2009.

At the hearing on December 3, 2009, the Tenant testified that little or no work had been completed. The repairs were to have begun in the hallway

of the rental unit. The Agent for the Landlord testified that the Landlord was still committed to do the repairs, however, they felt the rental unit was too dirty and cluttered to proceed. The Tenant was ordered to remove the clutter and keep the unit in a reasonable state of cleanliness. The parties were to again discuss a time line for the repairs. The hearing was then adjourned to February 25, 2010.

For the hearing of February 25, 2010, the Tenant provided testimony and evidence that the worker hired by the Agent for the Landlord attended the unit on December 4, 2009. On December 5, the worker called and cancelled work for the day. On December 8, the worker attended for 45 minutes then left. Work was done on December 9, then on December 10 the worker was at the unit for 30 minutes. The worker then cancelled work for December 11, but did some work on December 14. The worker did not attend for December 16 or 18, 2009. The Tenant explained that the hallway, or entrance to the unit, is the only work completed thus far. The Tenant was told that work would resume after the Christmas season, on January 4, 2010. The Tenant testified he was asked to tear up and remove the very old carpet due to the smell and he did so with the help of friends.

The Agent for the Landlord testified that the worker hired had troubles with his vehicle and that is one reason the why the work did not continue. The Agent for the Landlord and the worker testified at the hearing today that the condition of rental unit is now "horrific" and the worker refuses to enter the rental unit due to its alleged state.

The Tenant testified he has cooperated and complied with every request made by the Agent for the Landlord or the worker regarding the unit. The Tenant had also contacted the Landlord when he could no longer contact the worker. The Landlord apparently approved the Tenant's suggestion for a replacement worker, however, the Landlord has not communicated with the Agent for the Landlord regarding using other workers."

In the hearing of today, April 14, 2010, the Tenant reported that no work had been done since the previous hearing.

The Agent for the Landlord appeared ten minutes late for the hearing and made submissions regarding the repairs and setting up a time schedule to do the work. The Landlord has ordered some materials, such as counter tops, and work is to resume starting April 23, 2010.

Analysis

Based on the foregoing, the evidence and testimony, and on a balance of probabilities, I find the Landlord is in breach of the Act and is failing to make the repairs to the rental unit in a timely manner.

Therefore, I order the Landlord to comply with the Act and the orders set forth in this Decision. I order the Landlord to make the following repairs:

- a. Replace counters in kitchen;
- b. Repair or replace vent and exhaust fan over stove;
- c. Repair or replace kitchen cabinets;
- d. Repair or replace all plumbing fixtures inside the rental unit;
- e. Painting of hallways, bathroom, dining room, living room, bedroom and kitchen;
- f. Replace tub and tiles, repair or replace the toilet, drywall, cabinet and light fixture in the bathroom;
- g. Carpets are to be replaced in the hallway, living room and bedroom;
- h. Linoleum is to be replaced in the kitchen, bathroom, and dining room;
- i. Repair or replace interior doors, including closets, in the rental unit; and
- j. Repair or replace heater in bedroom and attach to wall.

I am also ordering that a period of time be scheduled for the work to be conducted, during which time the Landlord does not have to provide Notice to the Tenant that the unit will be entered to do the work. I order that the Landlord's workers may enter the rental unit from 8:00 a.m. until 7:00 p.m. each day, starting April 23, 2010 and continuing each day until 7:00 p.m. on April 30, 2010.

The Landlord requested additional time for the installation of flooring materials, as it is unlikely the flooring work can be scheduled during the above time period. Therefore, in order to install flooring materials, I order that the Landlord may give the Tenant a Notice

of Entry, or post it on the door, giving the Tenant 24 hours notice to enter the rental unit. 24 hour notice shall be deemed sufficient service under the Act.

I also order that the rent reduction awarded in the Interim Decision will continue with the rent being reduced to **\$161.75** per month until such time as all the above described repairs are made and the Landlord has made an Application for Dispute Resolution, paid the filing fee, and is granted orders finding that the work has been completed and that the rent reduction shall cease and return to the established monthly amount.

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: April 14, 2010.

Dispute Resolution Officer