

## **DECISION**

Dispute Codes      OLC, RP, MNDC

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking a monetary order under the Act or tenancy agreement, and orders for the Landlord to comply with the Act and tenancy agreement, and for orders for the Landlord to make repairs to the rental unit.

The Tenant served the Landlord with the Notice of Hearing and the Application in person on January 5, 2010. The Tenant has supplied letters from two witnesses who saw this. The Landlord submitted some documents in evidence. Nevertheless, the Landlord did not appear at the hearing. I find the Landlord has been duly served in accordance with the Act.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

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

### Background and Evidence

The parties signed a written tenancy agreement on December 28, 2005. The tenancy began on January 1, 2006. At the outset of the tenancy, the rent was agreed to be \$750.00 per month, and the Tenant paid a security deposit of \$375.00.

The Tenant acknowledges a rental increase in 2007, which increased her rent to \$780.00, however, she disputes the Landlord has served her a notice to increase rent in 2008. The Landlord did not submit evidence in regard to her 2008 rent increase Notice, but did provide a Notice from 2009, for a rent increase that year.

The Tenant also submits that there are repairs needed to the rental unit. She claims these repairs have been required from the outset of the tenancy, though the Landlord has ignored her requests for repairs.

The Tenant wrote a letter to the Landlord on April 26, 2007, requesting repairs be made to the rental unit. These have not been done, despite the Tenant's repeated requests via email and in person to the Landlord or its Agents since April of 2007.

The Landlord provided receipts for some repairs and work, however, none of the receipts are addressed for the subject rental unit. It is unclear why the Landlord submitted these unrelated receipts, as no one appeared on behalf of the Landlord.

### Analysis

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

I accept the Tenant's evidence that she received no Notice of a Rent Increase in 2008, and therefore, I find that the monthly rent for the rental unit is currently the same as it was following the 2007 increase, or \$780.00 per month, subject to the rent reduction determination made below. I find that the Notice of Rent Increases issued to the Tenant since the 2007 Notice are invalid, as they are based on an increase not served on the Tenant in 2008. Therefore, **I order the Landlord to repay the Tenant all rent paid in excess of \$780.00 per month since the rent was increased to that amount**, and this amount may be deducted from the reduced rent as described below.

The Landlord is required under section 32 of the Act to provide and maintain a rental unit which complies with health, safety and housing standards and make it suitable for occupation. I find the Landlord has breached section 32 of the Act and I order the Landlord to do the following in the rental unit:

1. Immediately repair or replace the smoke detector;
2. Repair or replace the light switch in the bedroom;
3. Replace the ceiling light cover in living room;
4. Replace or repair the blinds in the bedroom;
5. Repair or replace the bathtub surround, and repaint the bathroom, including the chipped window frame;
6. Repair or replace the bathroom and kitchen sinks;
7. Repair or replace the closet doors;
8. Repair and repaint the windows frames which have cracked or chipped paint;

9. Repair or replace the weather stripping around the doors; and
10. Repair and repaint all painted wall surfaces.

The Tenant wrote to the Landlord in April of 2007 requesting these repairs be made. I find that the Landlord has failed to act in a timely manner to address these repairs, despite the ongoing requests of the Tenant. I find there has been an ongoing breach for 36 months, since April of 2007, and the Landlord has caused the Tenant a loss of use and enjoyment of portions of the rental unit since April of 2007. I order the Landlord to compensate the Tenant in the amount of \$100.00 per month retroactively for 36 months, in the amount of **\$3,600.00**. This amount may also be deducted from the reduced rate of rent as described below.

I also order that the monthly rent be reduced to **\$700.00** until such time as the Landlord completes all the above ordered repairs and files and pays for an Application for Dispute Resolution and proves the above work has completed in a good and workmanlike manner, and receives an order from a Dispute Resolution Officer that the rent may return to \$780.00 per month.

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: May 27, 2010.

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Dispute Resolution Officer