

## **DECISION**

### **Dispute Codes:**

**MNDC, OLC, ERP, RP, RR, FF**

### **Introduction**

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant made application that the landlord complete emergency repairs, repairs, compensation as the result of damage or loss, that the landlord be ordered to comply with the Act, that the tenant be provide rent abatement for repair, services or facilities agreed upon but not provided and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### **Issue(s) to be Decided**

Is the tenant entitled to compensation in the sum of \$1,000.00 as the result of damage or loss?

Must the landlord be Ordered to comply with Act, to complete emergency repairs and general repairs?

Is the tenant entitled to rent abatement for repairs, services or facilities agreed upon but not provided?

### **Background and Evidence**

The tenant pays monthly rent in the sum of \$425.00 per month for a one room unit in a single occupancy hotel. He has lived in the unit for approximately eighteen months.

The tenant has claimed compensation the sum of \$1,000.00 for compensation for damage or loss under the Act. The tenant also claimed rent reduction, in an undetermined sum, for loss of use of a drawer, the lack of shelving and the loss of use of 2 electrical outlets.

The tenant stated that there are twenty rooms on each floor of the hotel and that he lives on the first floor, which has a toilet room and a shower room. The tenant submitted that the toilets have been closed for repair, resulting in a loss of service.

The tenant reviewed a number of photographs he submitted as evidence, showing numerous areas of the hotel. The tenant has based his claim for compensation on the lack of shelving in his room, a missing dresser drawer and lack of power to 2 electrical outlets in his room.

The tenant provided testimony requesting that the landlord complete repairs by installing a hand-rail in a stairway, that toilet paper dispensers be installed in the bathrooms, that garbage in the common area be picked up, that the landlord provide him with a drawer to a unit in his room and that the landlord make his electrical outlets operational.

When the tenant moved into the rental unit, of the 4 electrical outlets which each have 2 connectors, only 2 of them have worked. During the hearing the landlord and tenant agreed that between 3 and 5 p.m. on the day of the hearing, the landlord would enter the rental unit to investigate the lack of power to the 2 outlets. The tenant has purchased a power bar for use in his room, to compensate for the loss of the 2 outlets.

The tenant wants the landlord to ensure that light bulbs are installed in the bathrooms, as he has had to shower in the dark.

At the start of the tenancy the landlord supplied the tenant with a small table, a bed and chair. The tenant has requested that the landlord provide him with a drawer for a dresser unit that the landlord does not own. The tenant would also like shelves for his toaster and radio.

The landlord stated that there are 2 toilets and a shower room on each floor of the building. One washroom was closed for a week at the end of April and it was repaired by May 3, 2010. One toilet was inoperable for a day as it had to be replaced. The washrooms are cleaned on a daily basis.

The landlord pointed to the tenant's photograph of the stairway, which shows that a railing is already installed.

The landlord stated that each bathroom has a toilet paper dispenser, which is behind the doors.

The landlord's property is inspected by the City of Vancouver authorities on a regular basis and that the landlord responds to any items ordered repaired by the City. The last inspection was completed on March 22 and the hotel passed, without any orders issued by the City.

The landlord cleans the common area of garbage on an almost daily basis. The photograph submitted as evidence by the tenant shows a common area in an internal court yard, where tenants from units within the court yard will throw garbage out of their windows.

During the hearing the landlord offered to look in unoccupied rooms for another set of drawers that might be able to be given to the tenant for his use during the tenancy. The landlord stated that they will often provide tenants with items that are not in use in unoccupied rooms.

### Analysis

Section 32 of the Act requires a landlord to maintain a rental unit in a state of repair that meets health, safety and housing standards required by law. There is no evidence before me that the landlord has failed to respond to City of Vancouver repair orders and no evidence presented of any Order made by the City that has not been addressed by the landlord.

The tenant did not provide any evidence of emergency repairs that were required to the rental unit. An emergency repair is something that is considered to be urgent and of the concerns outlined by the tenant I have determined that an Order for emergency repairs is not required.

I find that the landlord is making repairs, as required by the City. The tenant provided no evidence of any repairs required and did not dispute the landlord's testimony that the temporary loss of toilets was due to repairs being completed. There is no evidence before me that the tenant lost use of both toilets on his floor at the same time.

The landlord and tenant have agreed that the inoperable electrical outlets would be investigated on the day of the hearing. I find that the tenant would have expected all 4 of the electrical outlets in his room to be operational at the start of his tenancy. However, section 7 of the Act requires an applicant to do whatever they can to minimize any claim made.

In this case the landlord became aware of the request for repair during the hearing, so was unable to respond prior to that time. The landlord will now investigate the need for repairs and, pursuant to sections 65 and 67 of the Act, I Order the landlord to either repair the 2 electrical outlets by June 30, 2020, or to provide the tenant with a copy of a written inspection report by a licensed electrician, which states that the repair cannot be made due to building code or other restrictions.

If the electrical outlets are not or cannot be repaired by June 30, 2010, I find that the tenant is entitled to a one time rent reduction in the sum of \$20.00 from rent owed for July, 2010, to nominally compensate the tenant for the purchase of his electrical power

bar. If the outlets are repaired by June 30, 2010, then the tenant is not entitled to any rent abatement.

The tenant's claim for compensation in relation to installation of shelving and a dresser drawer is dismissed as there is no evidence before me that shelving was a term of the tenancy agreement. The tenant has confirmed that the dresser was not supplied by the landlord; therefore the dresser drawer is not the responsibility for the landlord.

The landlord has offered to look for another dresser that may be available in the building. The tenant may wish to communicate his need for items and shelving to the landlord, as the landlord has testified that they do attempt to accommodate requests for the provision of items that may be in rooms that are currently vacant.

Therefore, on the evidence before me and the testimony of the parties, I find that the balance of tenant's claim for compensation and rent reduction is dismissed.

### Conclusion

If the 2 electrical outlets in the tenant's room are not repaired by June 30, 2010, the landlord must provide the tenant with a written report from a licensed electrician confirming that repair is not possible.

If repair is not made or is found to be impossible by June 30, 2010, the tenant is entitled to a one time rent reduction in the sum of \$20.00 from July, 2010 rent owed, as a nominal amount for purchase of his power bar. If the repair is made by June 30, 2010, then the tenant is not entitled to any rent abatement.

The claim in relation to compensation for the lack of shelving and a missing dresser drawer is dismissed.

As there is no evidence before me that the tenant attempted to seek a remedy prior to submitting his Application, I decline to provide filing fee costs to the tenant.

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 19, 2010.

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Dispute Resolution Officer