



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes ERP, RP, MNDC, RR, FF

Introduction

This hearing dealt with the tenant's application for Orders for emergency repairs and repairs; monetary compensation for damage or loss under the Act, regulations or tenancy agreement; authorization to reduce rent; and, recovery of the filing fee paid for this application. The landlord did not appear at the hearing. The tenant testified that she personally served the tenant's Application for Dispute Resolution and evidence upon the landlord's relief manager on August 20, 2010. Having been satisfied the tenant served the landlord in a manager that complies with section 89 of the Act I proceeded to hear from the tenant without the landlord present.

Issues(s) to be Decided

1. Has the tenant established that Orders to the landlord are required for repairs and emergency repairs?
2. Has the tenant established an entitlement to compensation for damage or loss under the Act, regulations or tenancy agreement?
3. Is the tenant entitled to a rent reduction until such time repairs are completed?

Background and Evidence

I heard undisputed evidence as follows. This tenancy began approximately 10 years ago. The monthly rent is currently \$1,080.00. The rental unit is a two bedroom suite in an apartment building and occupied by the tenants and their two children. Vinyl tiles were installed over the original vinyl flooring before the tenancy began. The vinyl tiles

have significantly deteriorated and have cracked and chipped in kitchen area. The tenant described how the chips are sharp and the tenant is concerned for the health and safety of her children. In early May 2010 the tenant placed phone calls to the landlord with respect to the vinyl tiles. The maintenance man viewed the floor and stated the flooring needed replacement. The tenant wrote a letter to the landlord May 17, 2010 and delivered it to the landlord's office. In June 2010 the tenant wrote a second letter to the landlord requesting replacement of the kitchen flooring and delivered the letter to the landlord's office. An agent for the landlord attended the rental unit and took photographs of the tiles. The agent also indicated to the tenant that it was the tenant's responsibility to care for the floors and that the damage was caused by the tenant's computer chair. The landlord has not taken any further action to replace the flooring.

In addition to repair orders, the tenant is seeking compensation of \$300.00 per month starting from mid-May for loss of use and enjoyment of the kitchen. The tenant calculates \$300.00 per month based on the number of rooms in the rental unit and having regard for the kitchen being the most used room in the unit. In addition, the tenant is seeking authorization to reduce future rent payable until such time the flooring is replaced.

The tenant provided photographs of the kitchen flooring which shows that a very large area of the vinyl tiles has lifted, revealing the old sheet vinyl flooring underneath and that other areas of the vinyl tiles area chipped and cracked. The tenant also provided copies of the two letters written to the landlord with respect to the kitchen floor tiles.

Analysis

Vinyl flooring generally has a useful life of approximately 10 years. Having heard this tenancy approximately 10 years old and the vinyl tiles were in place before this tenancy began I accept that the kitchen flooring is at the end of its useful life. I also accept, based upon the photographic evidence and testimony that the flooring has cracked,

chipped and lifted in substantially the entire kitchen area and that the broken vinyl pieces are sharp. Therefore, I find that the kitchen flooring is in need of replacement and that this is the landlord's responsibility under the section 32 of the Act.

In light of the above findings, **I ORDER the landlord to replace the kitchen flooring by October 31, 2010.**

Having heard from the tenant I found her testimony to be very credible and I accept that the tenant has been requesting the landlord deal with the kitchen flooring problem since May 2010. Where a tenant requests repairs the landlord must be afforded a reasonable amount of time to take sufficient action. I find the landlord has not taken sufficient action to remedy the damaged floor and I find this insufficient response has caused the tenant to suffer a loss of use and enjoyment of her rental unit. I accept that the deteriorated floor in the much used kitchen has diminished the value of the tenancy by \$300.00 per month as submitted by the tenant. I award the tenant compensation of \$300.00 per month starting July 2010 through October 2010. Therefore, I award the tenant \$1,200.00 for loss of enjoyment of the rental unit for the months of July 2010 through October 2010.

I also award the filing fee paid for this application to the tenant and I provide the tenant with a Monetary Order for the total amount of \$1,250.00 to serve upon the landlord. The tenant is authorized to satisfy this order by withholding rent from a subsequent month's rent payable.

Should the landlord fail to replace the kitchen flooring by October 31, 2010 I further authorize the tenant to reduce future monthly rent payable by \$300.00 until such time the kitchen flooring is replaced. Upon completion of the kitchen flooring replacement the tenant will be obligated to resume payment of the full monthly rent starting the month following the flooring replacement. Example: if the landlord finishes the flooring

replacement November 2, 2010 the tenant's rent for November is reduced by \$300.00 but the tenant would have to pay the full amount of rent payable for December 2010.

Conclusion

The tenant was successful with this application. **The landlord has been ORDERED to replace the tenant's kitchen flooring no later than October 31, 2010.** The tenant has been provided a Monetary Order in the amount of \$1,250.00 for the loss of use and enjoyment of the rental unit for the months of July – October 2010. The tenant is authorized to reduce future monthly rent by \$300.00 until such time the landlord replaces the kitchen flooring.

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: October 06, 2010.

Dispute Resolution Officer