



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND ORDERS

Dispute Codes MNDC, RP, RR

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking compensation under the Act or tenancy agreement, an order for the Landlord to make repairs to the rental unit and to reduce rent for repairs, services or facilities not provided.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and 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.

This hearing was adjourned on October 19, 2010, in order for the Tenants to provide the Landlord with a list of specific items to be repaired. The hearing concluded at the end of the second telephone conference call.

Issues(s) to be Decided

Are the Tenants entitled to a monetary order?

Are the Tenants entitled to an order compelling the Landlord to make repairs?

Are the Tenants entitled to a rent reduction?

Background and Evidence

This tenancy began in November of 2009.

The Tenants testified that they have been trying to get the carpets repaired or replaced since before they moved into the rental unit. They testified that when they moved into the rental unit there was a hole in the bathroom floor where it had rotted through.

They testified that there are holes in the ceiling and walls which require filling and paint, and there is also a transition strip between the carpet and the floor with loose screws which catches their socking feet when they walk over it. The Tenants have a young child and are concerned it could pose a tripping hazard.

The Tenants further testified that there is a small water leak in or around the kitchen cabinets. The water is getting into the older style cabinets and making areas in the cabinets swell.

The Tenants testified that when the bathroom floor was replaced it became a bigger job than anticipated as there was mould behind the walls which had to be removed. The Tenants testified that they tried to get alternate accommodations during the time the bathroom was being repaired, due to the exposure to mould. They testified that they could not use the shower for five days and were without a toilet for one full day. They were upset that the one of the Agents for the Landlord would not communicate with them and did not respond to their calls regarding these repairs.

The Agents for the Landlord testified that they felt the repair requests were merely cosmetic concerns. They explained that they had tried to repair the threshold strip on several occasions, however, the repairs required more extensive work. The Agents testified that the carpet was only nine years old and simply needed a cleaning.

Analysis

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

I find the Landlord is in breach of section 32 of the Act, by failing to maintain the rental unit as required. I find that the carpet is damaged beyond cleaning, through no fault of the Tenants, and that other repairs are required.

I order the Landlord to make the following repairs:

1. Replace the carpet in the rental unit;
2. The threshold strip is to be repaired or replaced;
3. The holes in the ceiling and walls are to be filled and painted as appropriate; and
4. The leaking water that is affecting the cabinets must be stopped and the cabinets repaired and painted.

The Landlord has until 5:00 p.m. on December 15, 2010, to complete the above noted repairs. If the above noted repairs are not completed at that time, the Tenants may deduct 50% of their rent beginning in January of 2011, and continue to do so until the above repairs are completed.

I further award the Tenants the sum of \$330.00 in compensation for loss of use of the washroom during the repairs that were made. The Tenants may deduct \$330.00 from one month of rent.

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: November 25, 2010.

Dispute Resolution Officer