

DECISION

Dispute Codes MNDC, RP, OLC, RR, FF

Introduction

This matter dealt with an application by the Tenant for an Order requiring the Landlord to make repairs, for compensation due to the Landlord's alleged failure to make repairs, for a rent reduction until such time as repairs are completed and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Are repairs necessary?
2. Is the Tenant entitled to compensation?
3. Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy started on November 1, 2005. Rent is \$2,400.00 per month. In late-May 2010, the Landlord removed an oven and range that were built into the countertop in the kitchen and replaced them with a conventional stove/oven. As a result of removing the oven and range, there was a space in the countertop that the Landlord replaced with plywood. The Tenant said the backsplash was also removed at this time. The Tenant said that the area where the range (or Jen-Air) had previously vented through the wall was covered but left unfinished. The Tenant also said the Landlord installed a hood fan but it was not in working order until July 14, 2010 and was vented into the attic. The Tenant said the Landlord has still not ducted the vent into the roof. The Tenant said the Landlord promised to complete these repairs however he has not done so to date.

The Landlord did not dispute these matters but claimed that there were a number of repairs and renovations made to the kitchen in the rental unit (including re-wiring and upgrading the electrical panel) which he considered a health and safety issue and therefore of a higher priority. The Landlord admitted that he told the Tenant he would complete the repairs but he encountered financial difficulties and is now not in a position to complete them. The Landlord also said that the vent cannot be ducted into the roof until the end of the rainy season.

Analysis

Part way through the hearing the Tenant agreed to withdraw her application provided that the Landlord entered into a written agreement with her whereby the Tenant would pay for the cost of the outstanding repairs (noted above) but be permitted by the Landlord to deduct the cost of those repairs from her rent. The Parties also proposed that the Landlord would arrange for the supply of the materials and/or any labour and that the agreement would also address a time limit whereby the repairs would be concluded. The Parties each acknowledged that if they were unable to arrive at an agreement or if the Landlord did not comply with the agreement, the Tenant would be at liberty to reapply for the relief she sought in this matter.

Conclusion

The Tenant's application is withdrawn. 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: January 19, 2011.

Residential Tenancy Branch