

## **Decision**

**Dispute Codes:** MNDC, RP, PSF, RR

### **Introduction**

This hearing dealt with the tenant's application for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / an order instructing the landlord to provide services or facilities required by law / and authority to reduce rent for repairs, services or facilities agreed upon but not provided. The tenant attended the face-to-face hearing and gave affirmed testimony.

The tenant testified that she served the landlord by way of registered mail with the application for dispute resolution and the notice of hearing (the "hearing package"). However, the landlord did not appear.

### **Issues to be decided**

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

The tenancy began in November 1999. Monthly rent started at \$635.00, and a security deposit of \$317.50 was collected. The first of what are understood to have been three separate rent increases was introduced in 2006. In a decision issued on September 13, 2010, a dispute resolution officer found that there had been an overpayment of rent, and rent was ordered to be set at \$706.74 effective November 1, 2010.

In a subsequent decision dated November 25, 2010, a dispute resolution officer ordered the landlord to perform repairs / maintenance in the unit. Further, the dispute resolution officer granted the tenant "leave to apply for a rent reduction if the work, except for the balcony work, has not been completed by January 15, 2011." The tenant testified that work which has yet to be completed is as follows:

#### **PAINTING**

- bedroom ceiling not done
- living room ceiling requires a second coat
- storage area walls and ceiling not done

- corridor ceiling not done
- corridor walls require a second coat

PROFESSIONALLY CLEAN CARPETS & SUPPLY ADDITIONAL CARPET TO COVER WORN AREAS

- not done

REPAIR SEALING AROUND ENTRANCE DOOR

- not done

REPAIR ROLLERS ON BALCONY SLIDING DOOR

- not done

BATHTUB

- inspected but no work done

Further items requiring repair / maintenance which have previously been brought to the landlord's attention but not remedied are as follows:

- loose toilet seat
- broken intercom (between unit and front door to building)
- broken bathroom fan
- broken blind on right hand side of living room window
- kitchen stove not fully functioning

The tenant also seeks compensation for travel to and from a community recreation centre while the bathtub surface remains rough and worn and consequently, not fit for use. Additionally, the tenant seeks compensation for drop-in fees in the amount of approximately \$6.00 on the occasion of each visit to the community recreation centre.

Further, the tenant seeks compensation for use of her electrical power by workers undertaking certain repairs using power tools.

Finally, the tenant seeks compensation in consideration of the absence of regular maintenance in the unit since the beginning of her tenancy, and in light of her view that other tenants have not had similar rent increases introduced into their tenancies.

## **Analysis**

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, and provides in part as follows:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Based on the documentary evidence which includes photographs taken at the unit, and the affirmed / undisputed testimony of the tenant, I find that the landlord has failed to fully comply with the orders issued by the dispute resolution officer in the decision dated November 25, 2010. Further, I find that in addition to the specific orders, the landlord has not responded to requests from the tenant to remedy other deficiencies in the unit. In the result, **I hereby order the landlord as follows:**

- **PAINTING**

**Complete the unfinished painting described above**

- **PROFESSIONAL CARPET CLEANING**

**Have all carpets in the unit professionally cleaned**

- **SUPPLY ADDITIONAL CARPET**

**Supply additional carpet(s) to cover all worn areas of the main carpet**

- **SEALING AROUND ENTRANCE DOOR**

**Make this repair**

- **ROLLERS ON BALCONY SLIDING DOOR**

**Make this repair**

- **BATHTUB**

**After consideration of the tenant's testimony and examination of photographs of the bathtub, I find that it must be re-enamelled.**

- LOOSE TOILET SEAT

**Make this repair**

- BROKEN INTERCOM

**Make this repair**

- BROKEN BATHROOM FAN

**Make this repair**

- BROKEN LIVING ROOM BLIND

**Make this repair or replace the blind**

- KITCHEN STOVE

**Repair the existing stove, or replace the stove with either a fully functioning pre-owned stove, or provide a brand new stove**

**I further order that the above items must be completed by not later than midnight, Friday, March 5, 2011.**

In view of the landlord's failure to complete the repairs / maintenance earlier ordered to be completed by January 15, 2011, and in light of the on-going stress and inconvenience resulting for the tenant, I order that the **tenant may withhold payment of rent** for the entire **month of March 2011** in the full amount of **\$706.74.**

In the event that the above repairs / maintenance are not completed by midnight, Friday, March 5, 2011, the tenant has leave to apply for an additional rent reduction.

In the absence of sufficient evidence in support of other aspects of the tenant's application, such as receipts or invoices or written communication between the parties, and in the absence of persuasive evidence that drop-ins to the community recreation centre arise exclusively as a result of the condition of the bathtub in the unit, I hereby dismiss all other aspects of the tenant's application.

## **Conclusion**

I hereby order that the tenant may withhold payment of rent for March 2011 in the full amount of **\$706.74**.

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*.

DATE: February 3, 2011

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Residential Tenancy Branch