



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes DRI, MNDC, RR

Introduction

This face-to-face hearing was convened in response to the tenant's application to dispute rent increases of 2006, 2008 and 2010; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Issue(s) to be Decided

Is the tenant is entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The tenancy started in November 1999. The current rent is \$706.74, and the tenant gave the landlord a security deposit of \$317.50.

Concerning the tenant's application to dismiss the rent increases since 2006; in a decision dated September 13th, 2010, a Dispute Resolution Officer heard the tenant's evidence on this matter and issued an order that realigned the rent increases in accordance with regulation. To consider that evidence again would breach the rules of procedural fairness and therefore I dismiss that portion of the tenant's claim.

On November 25th, 2010, a Dispute Resolution Officer ordered the landlord to perform work to the rental unit. The tenant testified that while the work and repairs have started, not all the work was completed and that it is taking too long. She referred to decisions dated November 25th, 2010 and February 3rd, 2011, wherein the landlord did not comply with the following orders:

- Repair sealing around the entrance door.
- Repair the bathroom fan.
- Repair the livingroom blind.
- Repair or fix the kitchen stove.
- Replace worn areas of the carpet.
- Inspect and verify the work completed by contractors.

The tenant presented no submissions concerning a rent reduction.

Analysis

S 32(1) of the *Residential Tenancy Act* provides in part that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and to make it suitable for occupation by a tenant.

The landlord has taken steps to comply with the orders set out in the previous decisions, and he agreed that he needs to ensure compliance with the timelines set in the previous decisions.

Since the tenant did not specify a monetary amount with her claim, I order the landlord to attend to the rental unit and address the outstanding issues noted above with the tenant no later than 5 P.M. Sunday, March 27th, 2011. I further order the landlord to have these repairs completed no later than 5 P.M. Sunday, April 10th, 2011.

Conclusion

In view of the landlord's failure to fully comply with the orders set out in the February 3rd, 2011 decision, I authorize the tenant to withhold a one-time sum of \$250.00 from the rent.

The tenant will pay \$456.74 for the next rental payment, and will resume at \$706.74 thereafter. The tenant may re-apply for dispute resolution should the landlord fail to comply with the above noted orders.

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: March 25, 2011.

Residential Tenancy Branch