

## **DECISION**

### **Dispute Codes**

MNDC, RP, RR

### **Introduction**

This is the Tenant's application for compensation for damage or loss under the Act, regulation or tenancy agreement; for an Order that the Landlord make repairs to the rental unit; and for a reduction in rent for repairs, services or facilities agreed upon but not provided.

Both parties were represented at the Hearing and gave affirmed testimony.

It was established that the Tenant served the Landlord with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(c) of the Act. It was also established that each party provided the other with copies of their documentary evidence.

### **Issue(s) to be Decided**

- Is the Tenant entitled to compensation for damage or loss?
- Should the Landlord be ordered to clean or replace the carpet; repair the tub surround in the bathroom; and install a vent or duct above the Tenant's stove?
- Is the Tenant entitled to a rent reduction?

### **Background and Evidence**

This tenancy started on September 29, 2010. The rental unit is in subsidized housing. The Tenant pays rent in the amount of \$262.43, which is due on the first day of each month.

#### **The Tenant gave the following testimony:**

There was no condition inspection performed at the beginning of the tenancy. The carpets were dirty and appear to have "set" stains. The Tenant seeks to have the

carpets cleaned and if the stains do not come out, replaced.

The Tenant had to clean the rental unit himself and therefore had to store his belongings as there was nowhere to put them while he was cleaning the rental unit. The Tenant seeks reimbursement for storage costs.

The tub surround was not properly affixed to the wall. At the beginning of the tenancy, the Tenant was cleaning the surround after having a shower and the cleaning sponge caught the upper right hand corner of the surround, which came away from the wall. The Tenant inspected it closely and discovered that the wall had not been properly prepared before the glue was applied and therefore the glue did not stick to the wall. The Tenant told the Landlord, who has not fixed the surround. Every time the Tenant takes a shower, he has to use painters tape to temporarily hold the surround in place.

The ventilation in the kitchen is nonexistent. The exhaust fan does not vent anywhere and simply blows smoke back into the kitchen.

The Tenant seeks a rent reduction in the amount of \$66.00 per month until the repairs are completed.

The Landlord's agents gave the following testimony:

The Landlord agreed to put the Tenant at the top of a waiting list in order to house him and had to prepare the rental unit a hurry because the Tenant had nowhere else to live. The Tenant agreed that he would clean the suite and the carpet himself if he could move in as quickly as possible. The Landlord allowed early possession on that understanding.

The Landlords cleaned the carpet, but left other standard cleaning undone in order to accommodate the Tenant. The Landlord's agents acknowledged that there were some stains on the carpet, but that it was deemed by the Landlord to be in acceptable

The Landlord's agent told the Tenant that the tub surround had been newly affixed to the wall and that it would take 24 hours to cure. The Landlord's agent believes the Tenant made it worse by pulling at the tub surround.

The Landlord has been attempting to contact the Tenant in order to perform an inspection, but the Tenant won't answer the phone.

There are 4 suites in the Tenant's building, with 2 vents per suite. All vents go out the same side of the building. The Landlord replaces the vents as required, and replaced the vents in one of the suites in the early spring.

### **Analysis**

Based on the testimony of both parties, and on the balance of probabilities, I find that the parties had an agreement that the Tenant could move into the rental unit early on the condition that he would attend to cleaning the rental unit. This arrangement was for the benefit of the Tenant. Therefore the Tenant's application for an order that the Landlord shampoo the carpets is dismissed.

I note that Section 23 requires a landlord and tenant to inspect the condition of a rental unit on the day the tenant is entitled to possession or on another mutually agreed day. This onus is on a landlord to offer a tenant at least two opportunities and to make the inspection on its own if the tenant does not participate on either of those two occasions. It is now more than 8 months into the tenancy and no inspection has been done.

The Landlord's agent testified that the Tenant was not cooperating with respect to the Landlord accessing the rental unit. Pursuant to the provisions of Section 29 of the Act, the Landlord's agent may enter the rental unit, whether or not the Tenant is present, if the Landlord provides at least 24 hours written notice including the following information:

- The purpose for entering, which must be reasonable; and
- The date and time of entry, which must be between 8 a.m. and 9 p.m. unless the Tenant otherwise agrees.

Section 32 of the Act requires a landlord to provide and maintain a rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I hereby order the Landlord to comply with Section 32 of the Act and make repairs to the tub surround within 15 days of receipt of this Decision. I further order that the Landlord inspect the Tenant's ventilation from the stove and attend to any necessary repairs in order to provide ventilation to the outside, within 30 days of receipt of this Decision. The Tenant's application for a rent rebate is dismissed with leave to reapply, should the Landlord fail to comply with these orders.

The Tenant sought to move into the rental unit early, in the condition that it then was, and therefore I dismiss his claim for recovery of storage fees from the Landlord.

### **Conclusion**

The Tenant's application for an order that the Landlord shampoo the carpets is dismissed.

The Tenant's application for recovery of the cost of storage fees is dismissed.

I hereby order the Landlord make repairs to the tub surround within 15 days of receipt of this Decision.

I further order that the Landlord inspect the Tenant's ventilation from the stove and attend to any necessary repairs in order to provide ventilation to the outside, within 30 days of receipt of this Decision.

The Tenant's application for a rent rebate is dismissed with leave to reapply, should the Landlord fail to comply with these 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: June 09, 2011.

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Residential Tenancy Branch