



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** ERP; RP; RR

### **Introduction**

This is the Tenant's application for an Order that the Landlord make ordinary and emergency repairs, and for a reduction in rent for repairs, services or facilities agreed upon but not provided.

The parties gave affirmed testimony at the Hearing.

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

Is the Tenant entitled to a reduction in rent and an Order that the Landlord make repairs to the rental unit?

### **Background and Evidence**

This tenancy began on January 1, 2010. Monthly rent is \$850.00, due the first day of each month. No Condition Inspection Report was completed by the parties at the beginning of the tenancy.

On his Application for Dispute Resolution, the Tenant indicated that the roof was sagging and leaking. The Landlord testified that the roof was repaired in February, 2011, and that there was no structural damage as a result of the leak. The Landlord provided a document from the roofing company that repaired the roof, dated April 29, 2011. The Tenant testified that the roof may have been repaired, but the ceiling has not been repaired. The Tenant testified that the ceiling is bowed and has a black hole where it was being held up. The Tenant is also concerned that it is too soon to tell if the roof will leak when it rains.

The Tenant testified that he does not have keys to all of the doors to the rental unit. The Landlord testified that they changed the locks in 2009 because of a tenant eviction. The Landlord stated that they gave the Tenants a key for the kitchen door only, so that they would not have to change two locks when the Tenants move out.

The Tenant testified that the dishwasher did not work when he moved into the rental unit. He stated that he told the Landlord right away, but the Landlord did not repair or replace it. The Tenant bought and installed a used replacement dishwasher, which cost the Tenant \$200.00. The Tenant testified that the Landlord will not reimburse him for that cost. The Landlord testified that the dishwasher was working at the beginning of the tenancy. The Landlord stated that the Tenant will be reimbursed for the cost of the dishwasher if he provides proof of the purchase price to the Landlord.

The Tenant testified that in January, 2010, he has asked the Landlord to inspect the fireplace, but the Landlord has not done so. The Landlord testified that the fireplace was inspected in November, 2009 and was in working order. The Landlord advised that the fireplace would be inspected again by the end of May, 2011.

### **Analysis**

The Landlord has a responsibility under Section 32 of the Act to provide and maintain the 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 the Tenant.

The Landlord testified that the roof has been repaired. However, the Landlord did not dispute that the ceiling has not been repaired. I hereby order the Landlord to repair the ceiling within 1 month of receipt of this Decision. If the Landlord does not comply with this Order, the Tenant is at liberty to file an application for a reduction in rent.

A landlord is required to provide a tenant with keys to all main entrances to a rental unit. During the course of the Hearing, the parties agreed that there were two main entrances to the rental unit and that the Tenant has a key to only one of those doors. During the Hearing, I ordered the Landlord to provide the Tenant with a key to the other door immediately.

The Landlord agreed to reimburse the Tenant for the cost of replacing the dishwasher, and I order that the Landlord do so, upon proof of cost.

Residential Tenancy Branch Policy Guideline #1 clarifies the responsibilities of landlords and tenants with respect to maintenance and repairs of residential property. The Landlord is responsible for cleaning and maintaining the fireplace chimney at appropriate intervals. The Tenant is responsible for cleaning the fireplace at the end of the tenancy if he has used it. I find it reasonable that, if a fireplace is used regularly, normal maintenance should occur yearly. The Landlord testified that the fireplace would be maintained (inspected) by the end of May, 2011. If the fireplace is not inspected and any recommended repairs are not made by the end of May, 2011, the Tenant is at liberty to make further application.

The Tenant's application for a reduction in rent is dismissed with leave to reapply, if the Landlord does not comply with the Orders contained in this Decision.

### **Conclusion**

I hereby Order the Landlord to:

1. Repair the damaged ceiling within one month of receipt of this Decision;
2. Immediately provide the Tenant with a key to the other main entrance at the rental unit;
3. Reimburse the Tenant for the cost of replacing the dishwasher, upon receipt of proof of that cost from the Tenant; and
4. Inspect the fireplace chimney before the end of May, 2011, and attend to any identified repairs within 1 month of the inspection.

The Tenant is at liberty to apply for a reduction in rent if the Landlord does not 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: May 26, 2011.

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Residential Tenancy Branch