



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes DRI, RR

Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase and allow a tenant to reduce rent for repairs. The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail ##### CA. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began February 1, 2010 with monthly rent of \$700.00 and a \$350.00 security deposit.

The tenant testified that the resident manager was aware of today's hearing but had told the tenant she was not getting involved and that the landlord does not take part in Residential Tenancy Branch hearings.

The tenant testified that the intent to rent form he signed was for unit 1207 but that when he showed up to the apartment to move in he was told 1207 had been rented to someone else and that he could move in to unit 801 but that it was not 'move-in ready'. Having no other housing lined up the tenant accepted unit 801. The tenant stated that unit 801 was not ready to be occupied as it had not been cleaned and had numerous issues such as leaking taps, holes in the wall, closet doors missing etc. which is noted by the landlord on the move-in inspection report. The tenant stated that the landlord offered a onetime \$50.00 rent reduction to the tenant for the condition of the rental unit.

The tenant stated that although window coverings were part of the tenancy agreement that he had to buy blinds for the master bedroom as the landlord did not provide window coverings. The tenant stated that the tub was extremely filthy when he moved in and it is so stained that he would never consider having a bath in it.

The tenant stated that he has repeatedly requested that the landlord complete repairs in the rental unit but was told by the landlord that the tenant had '*accepted the suite the way it was*' and that they would not complete repairs on an occupied unit. The tenant stated that on April 25, 2011 he asked the manger again about the repairs and was advised by the manager to put everything in writing.

The landlord has not completed any repairs in the rental unit with the exception of replacement of the closet door in the spare bedroom. The tenant in this application is requesting that the rent increase be set aside and that the tenant be allowed to reduce rent for repairs.

The tenant is requesting that the landlord repair or replace the following;

Bathroom sink chipped & rusty
Bathroom sink taps leak
Hole in wall behind toilet
Toilet flushing system, toilet rim stained
Bathtub taps leak hot water
Shower release very difficult to pull in or out
Bathtub badly stained
Bathroom ceiling drywall tape coming off
Bathroom door full of holes
Baseboards missing throughout unit
Living room ceiling stained
Kitchen, master bedroom, kitchen need painting
Spare bedroom carpet needs stretching
Master bedroom drapes not provided
Kitchen light fixture is cracked

Analysis

Based on the documentary evidence and undisputed testimony of the tenant I find the landlord is entitled to the \$18.20 rent increase that took effect May 1, 2011 as the rent increase notice and amount of increase complies with section 43 of the Act. Section 43 (2) of the Act states: *A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.* The tenant will be required to pay the landlord the \$18.20 owing from the May rent immediately and pay \$718.20 rent per month going forward. The tenant's application to dispute an additional rent increase is hereby dismissed without leave to reapply.

Based on the documentary evidence and testimony of the parties I find that the landlord has not complied with section 32 (1) (a) (b) of the Act when the landlord allowed the tenant to occupy a rental unit that was not move-in ready. The landlord took no steps to address the numerous items requiring repair that are noted by the landlord on the move-in inspection report and a year later the repairs have still not been completed. It is not reasonable for a tenant to be provided a rental unit that is not move-in ready and to then be told by the landlord that they accepted the unit that way therefore no repairs are required. A request for repairs was not provided to the landlord in writing by the tenant until April 25, 2011 however the landlord's own documentation notes the condition of the rental unit at the very start of the tenancy. I hereby order that the landlord complete the following repairs by the deadlines as indicated below:

Item to be repaired or replaced	Complete by date
Bathroom sink chipped & rusty	June 30, 2011
Bathroom sink taps leak	June 30, 2011
Hole in wall behind toilet	June 30, 2011
Toilet flushing system, toilet rim stained	June 30, 2011
Bathtub taps leak hot water	July 31, 2011
Shower release very difficult to pull in or out	July 31, 2011
Bathtub badly stained	July 31, 2011
Bathroom ceiling drywall tape coming off	June 30, 2011
Bathroom door full of holes	June 30, 2011
Baseboards missing throughout unit	June 30, 2011
Living room ceiling stained	August 19, 2011
Kitchen, master bedroom, kitchen need painting	August 19, 2011
Spare bedroom carpet needs stretching	August 19, 2011
Master bedroom drapes not provided	August 19, 2011
Kitchen light fixture cracked	August 19, 2011

Failure by the landlord to complete the repairs by the deadlines specified will result in a \$10.00 per day rent deduction for each timeline not met and this amount may be deducted from future rent.

As the landlord has been aware of the required repairs for more than 1 year and taken no steps towards completing the repairs, I hereby award the tenant a onetime rent deduction of \$500.00 and this amount may be deducted from future rent.

The landlord has had the tenant sign a tenancy agreement addendum that states: *'BC Hydro is a given bonus and as a condition your rent is paid in full and on time. If not your hydro may/will be disconnected'*. The tenancy agreement signed by the landlord and tenant note that electricity and heat are included as part of the tenancy agreement therefore the landlord may not disconnect this service for late or unpaid rent per section 27 (1) (a) (b) of the Act. This addendum is declared invalid.

The landlord has had the tenant sign a tenancy agreement addendum referring to Article 9 and 10 of the tenancy agreement and this addendum states: *'Failure to comply with either Article 9 (and/or) Article 10 will forfeit my security deposit of \$ \$350.00 for suite 801'*. These terms are considered unconscionable per the Residential Tenancy Act section 6 (3) (b) as these terms are *'oppressive or grossly unfair to one party'*. This addendum is declared invalid.

Conclusion

The landlord is ordered to complete repairs on the rental unit as outlined above.

The tenant is awarded a onetime \$500.00 rent deduction to be taken off future rent.

The tenant will be allowed a \$10.00 per day deduction for each timeline not met and this amount will be deducted from future rent.

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 1, 2011.

Residential Tenancy Branch