



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, O, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord complete repairs.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order to have the landlord complete repairs and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began in May 2004 as a month to month tenancy with a current monthly rent of \$864.00 due on the 1st of each month and a security deposit of \$375.00 was paid on or before May 1, 2004. No written tenancy agreement was completed.

The tenant submitted the following list of repairs requested over a period of several years:

1. The bathtub surround and surrounding walls;
2. The bathtub faucet;
3. The bathroom window frame;
4. Bathroom repair previously ordered was not completed properly;
5. Kitchen stove fan;
6. Kitchen lights hanging from wires with no shades;
7. Front door stopper to stop the door from damaging the drywall;
8. Gyprock tape peeling in the living room;
9. Unsafe electrical wiring throughout house resulting from the use of aluminum wiring and incompatible copper plugs and switches;
10. Exterior front step and railing;
11. Exterior doors are separating from the frame;
12. Loose electrical outlet in the living room;
13. Exterior stucco damage;

14. Exterior paint on window trim and loose nails;
15. Smoke detector not working;
16. Interior painting;
17. Broken back window;
18. Security Wall in the back of the rental unit; and
19. Eaves troughs full of debris.

Both parties agreed the landlord has begun work on the bathtub surround, faucet and bathroom window frame to be completed within the next few days. The landlord's agent testified he has a light fixture for the kitchen it just requires installation. The parties agreed the landlord has fixed the front step platform but the railings are still unsecure.

The tenant submitted previous dispute resolution decisions. In a decision dated December 6, 2006 the Arbitrator ordered the landlord to repair the windows and the security fence. The parties agree this work has not been completed.

The landlord's agent agreed that he had received the list of repairs from the tenant, while there were some items identified in this list the agent indicated he had not been told about.

The tenant provided testimony regarding each requested repair, he provided background on each item and why each was a problem. He provided further testimony regarding his attempts to have these repairs complete while dealing with approximately 9 different property managers over the duration of the tenancy.

The tenant testified that in some cases the requests were turned down and the property managers told the tenant it was because the landlord did not want to invest in the property. On other matters repairs may have been started or promised and then the property manager would change and he would have to start over again.

The landlord's agent indicated that should all of the work noted above be completed he would have it done by September 24, 2011.

Analysis

Section 32 of the *Act* requires a landlord to 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 having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I accept, based on the evidence and testimony before me that the repairs as noted above are required and necessary. I find the landlord's lack of action in response to the requests for a period of 7 years and his non-compliance with a previous order to be a contravention of the landlord's obligations under Section 32 of the *Act*.

Conclusion

Based on the above, I make the following orders:

1. That the landlord must complete the repairs that are on the list above the landlord has already begun;
2. That the landlord must complete the additional repairs that have not been started from the list above;
3. That in relation to the repairs involving the rental unit's electrical system I order the landlord to engage a qualified electrician to assess and repair any and all deficiencies in the electrical service, including but not limited to the use of aluminum and copper wiring and the correct and appropriate amperage;
4. That effective beginning in the month of August 2011 the tenant's rent will be reduced to \$500.00 per month until such time as the work is completed and the landlord obtains an order from a Dispute Resolution Officer confirming that rent can be reinstated to its current rate. I note that as the tenant has already paid rent for the month of August 2011 the tenant may deduct the overage of \$364.00 from the amount due for September rent; and
5. That all work must be completed no later than September 24, 2011 and should the landlord fail to meet this deadline the tenant remains at liberty to file an Application for Dispute Resolution seeking additional compensation.

In relation to the tenant's application to recover the filing fee, I note the tenant did not pay a filing fee and as such is not entitled to any compensation for that fee from the landlord, I dismiss this portion of the tenant's Application.

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: August 11, 2011.

Residential Tenancy Branch