



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for an order for a rent reduction and to recover the filing fee.

The tenant and the landlord's agent (agent) appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the tenant entitled to an order allowing him to reduce the rent for repairs, services or facilities agreed upon, but not provided?

Background and Evidence

The parties were previously in dispute resolution, on May 11, 2011, wherein the previous Dispute Resolution Officer (DRO) ordered the landlord to repair the damaged ceiling within one month of the Decision, issued on May 26, 2011, provide the tenant with a key to the other main entrance to the rental unit, reimburse the tenant the cost of replacing the dishwasher and inspect the fireplace chimney by the end of May 2011 and attend to identified repairs with 1 month of the inspection.

The DRO granted liberty to the tenant to make an application for a rent reduction should the landlord fail to comply with those orders.

The tenant contends that since that Decision of May 26, 2011, he was reimbursed \$200.00 for the used dishwasher and that he has received a key the other main entrance, but not until June.

The tenant acknowledged that someone did come over to look at the fireplace, but the tenant questioned the credentials of that person as he did not have a uniform on or

carry tools, he did not give the tenant a business card and that he did not take anything apart in the fireplace, only lighting it after 10 attempts.

The tenant also submitted that the ceiling has not been repaired.

As a result of the ceiling not being repaired, not receiving a key to the main entrance until June, and the fireplace inspector lacking credentials, the tenant contends he is entitled to authority for a rent reduction.

In response, the agent admitted that the ceiling had not been repaired, but that the landlord/owner contends that to repair the ceiling would result in the landlord/owner having to replace the entire ceiling. The agent contends that the tenant was given a large monthly reduction due to the condition of the home and the tenant was not concerned about the condition of the home upon entering the tenancy.

The agent stated that the fireplace inspector was qualified to do inspections and repairs.

The agent confirmed that she has reimbursed the tenant for the dishwasher by a rent reduction of that amount in June and that the tenant had a key to the main entrance now.

Analysis

Based on the foregoing testimony and evidence, and on a balance of probabilities, I find as follows:

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Upon a balance of probabilities, I find that the landlord has complied with three of the four orders of the previous Decision issued by the DRO, that being providing the tenant with a key to the rental unit, reimbursing the tenant the cost of a dishwasher and having the fireplace inspected. I therefore **dismiss** his request for a rent reduction for those issues.

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

I find that the age and character of the rental unit, given that I find the tenant accepted the rental unit in the present state, does not entitle the tenant to a significant rent reduction. However, the previous DRO ordered that the landlord repair the ceiling within 1 month of the Decision and by confirmation of the agent, the ceiling has not been repaired.

I therefore find that the landlord is in violation of the previous Decision and therefore the tenant is entitled to a rent reduction. As the landlord did not repair the ceiling within a month of the May 26, 2011, Decision, I find the tenant is entitled to a rent reduction of \$50.00 per month, beginning July 2011, and I therefore order that the monthly rent for the rental unit be reduced by that amount, retroactively to July 2011, in recognition of the continuing lack of repair of the ceiling.

The rent reduction shall continue until such time as the landlord completes repairs to the ceiling and receives an order from a Dispute Resolution Officer that the rent can be increased to its original amount.

In recognition of the fact the hearing did not take place until the latter part of July and the Decision was not issued until this date, I find the tenant is entitled to a monetary claim of \$100.00, for the rent reduction of July and August.

I find the tenant's application had merit and I therefore grant him recovery of the filing fee of \$50.00.

I allow the tenant to reduce the September, 2011 rent by \$200.00, in satisfaction of the monetary claim of \$100.00 for July and August rent reduction, \$50.00 for the filing fee and \$50.00 for the continuing monthly rent reduction.

If the tenancy should end before the total monetary claim of \$150.00 can be satisfied, I grant the tenant a monetary order in the amount of \$150.00.

I am enclosing a monetary order for \$150.00 with the tenant's Decision. This order is a **legally binding, final order**, and it may be filed in the Provincial Court (Small Claims) should the landlord fail to comply with this monetary order.

Conclusion

The tenant is granted a rent reduction of \$50.00 per month, beginning July 2011, until the ceiling is repaired and the landlord has receives an order from a Dispute Resolution Officer that the rent can be increased to its original amount.

The tenant is allowed to deduct \$150.00 from the September 2011 rent in satisfaction of his monetary claim as outlined above.

The tenant is granted a monetary order in the event the tenancy ends prior to being able to satisfy the monetary claim of \$150.00.

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 08, 2011.

Residential Tenancy Branch