

DECISION

Dispute Codes ERP, FF, MNDC, OLC, RP, RR

Introduction

This hearing dealt with an application by the tenant seeking an order for the landlord to comply with the Act, an order for the landlord to make emergency repairs, a monetary order and an order allowing the tenant a rent reduction. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulations or the tenancy agreement?

Background and Evidence

The tenancy began on or about April 14, 2007 and is still ongoing on a month to month basis. Rent in the amount of \$1800.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$825.00 and a \$175.00 pet deposit.

Both parties agree to the following; that a water leak on July 16, 2011 has caused water damage to the tenant's unit, the tenant hired an environmental consulting services company to test the unit for asbestos, the company found a sample of asbestos, the tenant has not lived in the unit since July 16, 2011 and that the landlord has not charged rent since August 1, 2011.

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

The tenant testified to the following; after the water damage occurred she just felt "something wasn't" right and hired the services of an environmental services company,

she is seeking to have the unit repaired in a timely fashion and to be reimbursed for the rent for the time period of July 16-31, 2011 and a rent reduction until such time as the unit is repaired.

The landlord testified to the following; he has contacted the same environmental company that the tenant has hired to conduct further testing and a plan to commence the “rehabilitation” of the building in the next week or two. The landlord does not agree that the tenant should be reimbursed the rent for the two weeks of July.

Analysis

The major point of contention in this hearing was whether or not the tenant is entitled to the reimbursement of the two weeks of July in which she was unable to live in her unit due to the water damage and the subsequent discovery of asbestos in her apartment. The landlord stated during the hearing that the society he represents is doing everything that they can to correct the situation but was unclear as to when the repairs would be completed. The tenant understands the due process involved with such matters and is making attempts to secure alternative housing until the repairs are completed however the tenant did indicate that the insurance company that is assisting her financially would only cover her for another “few months”.

Based on the testimony and the evidence before me, I find that the tenant has satisfied me that she is entitled to compensation for the two week time frame in which she was unable to live in the apartment as well the need to have the repairs done in accordance with all appropriate housing and municipal standards.

The tenant has been successful in her application.

Conclusion

I order that the landlord make all necessary repairs by October 31, 2011. I also order that November rent of \$1800.00 be reduced by \$900.00 for an amount payable of \$900.00.

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: September 09, 2011.

Residential Tenancy Branch