



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP, RR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; to have the landlord make repairs; and to reduce rent until those repairs are completed.

The hearing was conducted via teleconference and was attended by the tenant only.

The tenant testified he served the landlord with the notice of hearing documents and his Application for Dispute Resolution, pursuant to Section 59(3) of the *Act* by registered mail on October 21, 2011 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5th day after it was mailed.

The tenant also testified that he spoke with the landlord's agent prior to the hearing and she indicated she was not likely to attend because some of the matters were resolved and some are scheduled to be resolved.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order requiring the landlord to make repairs; reducing rent until such repairs are completed 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 *Act*.

Background and Evidence

The tenant testified the tenancy began on July 1, 2011 as a 1 year fixed term tenancy, with no requirement for the tenants to vacate the rental unit at the end of the fixed term and for a monthly rent of \$955.00 due on the 1st of each month with a security deposit of \$370.00 paid.

The tenant testified the landlord has provided no emergency contact number to tenants in the building and that there is no such number posted in any conspicuous common

areas. The tenant testified that he has been requesting the following repairs and maintenance since October 2011 and has met with either inaction or no response from the landlord. The tenant testified it appears the only time the landlord takes action is when the tenant has threatened to file an Application for Dispute Resolution.

The tenant further testified that the landlord had turned the heat off in the building for the summer months and had failed to turn it back on in September 2011 but that once it was turned on the tenants had no heat in their unit. The tenant testified the landlord investigated the complaint in October 2011 but that no work had been done on the heating until March 11, 2012.

The tenant testified that for the entire winter the heat would either not work at all or it would be on full blast with no temperature control. The tenant submitted that as a result of the issues of mould in the rental unit were likely exacerbated as a result of this inconsistent and extreme heating.

The tenant testified that from the start of the tenancy there was a problem with water entering the unit through a window that was directly under an area in the roof where water was draining down the side of the building as there were damaged gutters. The tenant submits the gutters were replaced on February 9, 2012, but that the windows still have condensation and the area around the window still is wet and continues to have mould growing.

The tenant submitted the contractor who came to repair the heating system also began to scrape the paint and spackle damaged areas right over the mould. The contractor indicated that he was instructed by the landlord's agent to scrape it only after it rots all the way and falls down.

The tenant also testified that the landlord has done nothing to date in regard to the mould and flooring problems in the bathroom but that she has scheduled a floor replacement to be completed in the bathroom for March 24, 2012. The tenant provided photographic evidence of the mould surrounding the floor, walls and the toilet tank.

While the tenant acknowledges the landlord has scheduled this work, he is unclear what the work will entail. He remains concerned the landlord may only cover up the mould and not deal with removing it.

Analysis

Section 33(2) of the *Act* specifies the landlord must post and maintain in a conspicuous place on the residential property, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

I accept, from the tenant's undisputed testimony that the landlord has failed to comply with Section 33(2) and I order the landlord post an emergency contact number in

conspicuous locations on all floors of the residential property and to provide a copy of the emergency number to each tenant in writing no later than March 31, 2012.

Section 32 of the *Act* requires a landlord to provide and maintain a rental unit in 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.

In the absence of any evidence or testimony from the landlord, I accept the conditions of the rental unit are as described by the tenant and that the landlord's response to the tenants complaints has been sporadic, at best.

As a result, I find the landlord has failed to comply with Section 32 of the *Act* over the period of October 2011 to February 2012. As a result, I find the tenant is entitled to a rent reduction for this period. As part of the issue was the failure to provide appropriate heating over the most severe of the winter months, I find this rent reduction should represent a significant decrease in the value of the tenancy.

For this period of time, I order the tenant is entitled to reduce the rent by \$400.00 per month, for a total of \$2,000.00. I order the tenant is entitled to deduct this amount from future rent payments, in accordance with Section 72 (2) (a).

Further and in relation to the mould problems in the rental unit, I find, in the absence of any evidence or testimony from the landlord, that the landlord is not completing appropriate repairs to the damage caused by water in both the bathroom and the window that has been leaking at least all of this past winter.

As such, I order the landlord to hire a designated mould abatement specialist to determine and complete appropriate repairs to the entire rental unit relating to any water damage; mould damage; or any damage caused from improper heating of the rental unit.

I further order that should the tenant be required to vacate the unit for any period of time for these repairs that the landlord arrange and pay for suitable and alternate residential accommodation for the tenants.

For the period beginning March 2012 I order the tenant is entitled to a rent reduction in the amount of \$200.00 per month until such time as the landlord obtains an order from a Dispute Resolution Officer confirming the above ordered repairs are completed and the landlord can reinstate the rent in accordance with the tenancy agreement.

As rent for March 2012 is already paid I order the tenant is entitled to also deduct the \$200.00 reduction for March 2012 from future rent payments, in accordance with Section 72 (2) (a).

Conclusion

As the tenant was successful in his Application I order the tenant is entitled to recover from the landlord the filing fee of \$50.00 by deducting this amount from a future rent payment in accordance with Section 72 (2) (a).

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: March 20, 2012.

Residential Tenancy Branch