



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, RR, FF

Introduction

This matter dealt with an application by the Tenant for compensation from the Landlord for repairs to the unit, site or property, to allow the Tenant to reduce the rent while the repairs or services are being completed or supplied, to recover the filing fee for this proceeding and for other considerations.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on February 25, 2012. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for repairs that are needed to be completed or completed and if so how much?
2. Are services and facilities being provided as agreed upon?
3. Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy started on May 1, 2011 as a fixed term tenancy with an expiry date of April 30, 2012. Rent is \$1,450.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$725.00 on March 25, 2011 and a pet deposit of \$500.00 in the first week of November, 2011.

The Tenant said there are two issues in her application the first is that the Landlord agreed to pay for a fence to be built and after the fence was built the Landlord did not pay for it. The Tenant said the fence costs \$400.00 and she has paid the bill in full. Further the Tenant said she emailed the Landlord for permission to build the fence on October 21, 2011 and the Landlord responded the same day with permission to build the fence so the fence was built that weekend. The Tenant said a copy of the email has been provided in her evidence package. The Tenant said that she understood from the Landlord’s email that the Landlord said “Yes” she would be willing to pay for a short fence.

The Landlord said she agreed to pay for the fence, but in her email she said yes to the material costs and she meant to say no to the labour costs. The Landlord agreed the email was not clear and she said she was rushed when she wrote it and therefore she did not explain herself completely. The Landlord continued to say she did not agree with the type of fence the Tenant built and that the Tenant should not have taken down the existing gate. The Landlord said she may make a claim for damages in the future.

The Tenant said the second issue is that the dishwasher, which is included in the Tenancy Agreement, is broken and a plumber told her it needs to be replaced. The Tenant said the Landlord agrees the dishwasher needs to be replaced, but the Landlord has not replaced it to date. The Tenant said she is requesting a rent reduction until the dishwasher is working or is replaced.

The Landlord said she agrees that the dishwasher needs to be replaced, but she cannot afford to do it at the present time. The Landlord continued to say that she hopes to replace the dishwasher in the next month or so.

Analysis

Section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant. Therefore a Landlord is obligated to repair items include in the tenancy agreement .

As well a Landlord and a Tenant are obligated to fulfil the terms of the Tenancy Agreement. The Tenant and the Landlord both agree the dishwasher needs to be replaced and it is include as part of the tenancy agreement; therefore I find that the Tenant has established grounds for a rent reduction because services and facilities provided for in the tenancy agreement (the broken dishwasher) are not being provided. Consequently I Order the Tenant to reduce the rent paid by \$50.00 per month commencing April 1, 2012 until the dishwasher is replaced or repaired. Further I award the Tenant \$50.00 for the each month of February and March, 2012 for the dishwasher not working as it is included in the tenancy agreement and the Landlord chose not to replace it because the Landlord said she could not afford to replace it at this time. I do not accept the Landlord's reason of not being able to afford the repair or replacement of the dishwasher as the reason for not honouring the Tenancy Agreement.

With regard to the fence issue the Tenant has provided evidence that the Landlord agreed to the building of a fence and that the Landlord said she would pay for it (email of October 21, 2011). The Landlord said she agreed to pay for the fence, but she only meant to pay for the material. As the Landlord said her email is not clear about what she was willing to pay for; I find the Tenant has established grounds to be awarded the full cost of the fence in the amount of \$400.00 which the Tenant has paid and has submitted an invoice for.

Consequently I Order the Tenant to reduce the April, 2012 rent by \$100.00 for loss of use of the dishwasher for February and March, 2012 and by \$400.00 for the reimbursement of the cost of building the fence. As a result I order the Tenant to make a onetime reduction of \$500.00 to the April, 2012 rent. In addition if the Landlord has not repaired or replaced the dishwasher by April 1, 2012 the Tenant is order to reduce the rent an additional \$50.00 until the dishwasher is repaired or replaced.

As the Tenant has successful in this matter I Order the Tenant to recover the \$50.00 filing fee from the Landlord. The Tenant is ordered to reduce the April, 2012 rent by an additional \$50.00 to recover the filing fee for this proceeding from the Landlord.

Conclusion

I Order a onetime rent reduction of the Tenant's April, 2012 rent by \$550.00.

I order an additional reduction of rent of \$50.00 for each month staring April, 2012, if the dishwasher is not repaired or replaced.

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*.

Dispute Resolution Officer