



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ERP, RR

Introduction.

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to have emergency repairs done and for a reduction in rent.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to a rent reduction?

Background and Evidence

The tenancy started on April 01, 2011. Rent is \$1,050.00 due on the first of each month. The rental unit is an apartment located in an apartment building.

The tenant stated that on May 07, 2012, he informed the landlord of a leak from the ceiling of his apartment. The landlord responded immediately and offered to send a worker that day, but the tenant informed the landlord that he was unavailable. The tenant allowed the worker in on May 12, to assess the problem.

The tenant filed a copy of the text messages between himself and the landlord. Both parties agreed that the landlord responded to the tenant's complaints in a timely manner.

At the time of the hearing, the repair work was underway which consisted of fixing a deck on the upper floor. The tenant stated that he is not suffering any inconvenience from the repair work and that the only inconvenience that he is enduring is the appearance of the crack on the ceiling. The tenant stated that the ceiling was not leaking anymore but he would like to have the unsightly crack checked out for mould and repaired. During the hearing, the tenant withdrew his claim for a rent reduction.

Analysis

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law. In this case, I find that the landlord made efforts to resolve the problem in a timely manner.

I order the landlord to fix the problem of leakage from the upper deck, check the ceiling drywall for moisture and mould, and repair and paint the crack on the ceiling by August 05, 2012.

Conclusion

I order the landlord to complete the repairs as stated above and have the work completed by August 05, 2012.

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: July 04, 2012.

Residential Tenancy Branch