



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, DRI, RR, FF, and O

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied to dispute an additional rent increase; for a monetary Order for money owed or compensation for damage or loss; for authorization to reduce rent for repairs, services, or facilities agreed upon but not provided; to recover the filing fee from the Landlord for the cost of filing this application; and for "other". At the outset of the hearing the Tenant withdrew the application to recover the filing fee.

The Tenant stated that the Application for Dispute Resolution, the Notice of Hearing, and documents she wishes to rely upon as evidence were sent to the Landlord, via registered mail, at the service address noted on the Application, on October 16, 2012. Canada Post documentation was submitted that corroborates this testimony. I find these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

Has there been a rent increase that does not comply with the *Act*; is the Tenant entitled to a monetary Order as compensation for disruptions related to repairs to her rental unit; and is the Tenant entitled to a rent reduction because repairs were not completed at the rental unit?

Background and Evidence

The Tenant stated that this tenancy began on November 01, 2009; that when the tenancy began she was required to pay monthly rent of \$475.00; that the rent was increased to \$485.00; that she does not know the date of that increase although it may have been on February 01, 2011, as stated on the Notice of Rent Increase that was submitted in evidence; that the Notice of Rent Increase that was served to her on August 31, 2012 declared that the rent will increase to \$505.50, effective on December 01, 2012. The proposed increase is 4.22%, which is an allowable increase for 2012.

The Tenant does not think this rent increase should be permitted, as the Landlord has not complied with his agreement to pay utilities on her behalf.

The Tenant stated that this tenancy was the subject of a dispute resolution proceeding on July 05, 2012, at which time a Dispute Resolution Officer ordered the Landlord to make a variety of repairs to the rental unit. I note that the Dispute Resolution Officer

also awarded compensation to the Tenant, in the amount of \$970.00, for “the previous and anticipated inconvenience arising from on-going repairs”.

The Tenant is seeking compensation for disruptions associated to repairs made to her rental unit since the hearing on July 05, 2012, which include being personally served with a schedule of repairs; that her photograph was taken when the schedule of repairs was served; that she had to leave her rental unit unsecured during repairs; that that a roofer attended the site without prior notice; that one of the workers hired by the Landlord smelled like marijuana; that the Landlord allowed a worker with a criminal record to be alone at the rental unit; that some of the workers did not attend the rental unit at the times/dates for the scheduled repairs; that they did not have a second exit while the rear stairs were being repaired; that the repairs were noisy; that the workers used power from her unit to complete repairs to the residential complex; that her cat was locked out of her rental unit on at least one occasion; and that the repairs were not completed in a timely manner.

The Tenant stated that the majority of the repairs the Landlord was required to make were completed by the established deadline of September 30, 2012, with the exception of:

- The back door has been replaced but there is still a “gaping hole” in the frame
- A faulty pipe has been replaced but there is still a problem with drainage around the front porch area
- Only the lower portion of the shower has been painted
- The Landlord has attempted to repair the “squealing taps” but they still make a “squealing noise”
- The tap in the bathroom still leaks and all the household drains still back up
- The portion of the bathroom wall where a toilet has been removed has still not been painted
- The bedrooms were not fully repainted until October 09, 2012
- The “back room” has not been insulated or painted
- The electrical assessment was not completed until November 19, 2012 and the electrician told her there was a problem with the “ground wire”
- The hornets/bees nest is still in place.

Analysis

Section 43(2) of the *Act* stipulates that a tenant may not make application to dispute a rent increase that complies with the *Act*. I find that the Tenant has submitted no evidence to show that the rent increase the Landlord proposes to impose on December 01, 2012 does not comply with the *Act*. I therefore dismiss her application to dispute the rent increase and I find that her rent will increase to \$505.50 on December 01, 2012.

While I accept that the Tenant’s right to the quiet enjoyment of her rental unit has been disrupted while the Landlord made repairs to the residential complex, many of which were requested by the Tenant, I find that the disruptions are of the nature that should be reasonably expected during renovations. While I understand that the Tenant has been

bothered by a perceived lack of security, I find that there is no evidence that her concerns were warranted and that the person working on the property who allegedly had a criminal record presented a security risk. As the Dispute Resolution Officer in the previous proceedings has already awarded compensation to the Tenant, in the amount of \$970.00, for “the previous and anticipated inconvenience arising from on-going repairs”, I find that the Tenant has been reasonably compensated for the loss of quiet enjoyment of the rental unit. I therefore dismiss her claim for further compensation for disruptions related to the repairs.

On the basis of the undisputed evidence presented at the hearing, I find that not all of the repairs that the Landlord was ordered to complete by September 30, 2012 have been completed. Specifically, I find that the following repairs are still required:

- Repair or replace the framing around the newly installed rear door
- Fully repair the faulty drainage contributing to wood rot around the front porch area
- Paint the entire shower
- Repair the taps so they do not make a “squealing noise”
- Repair the tap in the bathroom and ensure all the household drains function properly
- Paint the portion of the bathroom wall where a toilet has been removed
- Insulate and paint the “back room” where the washer and dryer are located
- Make any repairs recommended by a certified electrician
- Remove the hornet/bees nest.

I find that the failure to complete these repairs, which the Landlord has been previously ordered to complete, has reduced the value of this tenancy by \$100.00 per month. Pursuant to section 65(1)(f) of the *Act*, I therefore authorize the Tenant to reduce her monthly rent by \$100.00 per month, effective October 01, 2012. I therefore find that the Tenant can reduce her rent by \$300.00 for December of 2012, as compensation for the reduced tenancy in October, November and December. I further find that the Tenant may reduce each subsequent rent payment by \$100.00 until such time as the Landlord the Tenant agrees, in writing, that the repairs have been completed, or the Landlord obtains a decision from the Director which confirms that the repairs have been completed.

Conclusion

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: November 20, 2012.

Residential Tenancy Branch