



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, RP, MNR, MNSD and FF

### Introduction

By application of November 20, 2012, the tenant seeks orders for repairs to the rental unit, compensation for repairs not completed and loss or damage under the legislation or rental agreement and recovery of the filing fee for this proceeding.

### Issue(s) to be Decided

Is the tenant entitled to compensation for needed repairs and are orders for repairs appropriate under the circumstances?

### Background and Evidence

This tenancy began on June 1, 2011. Rent is \$660 per month and the landlord holds a security deposit of \$330 paid at the beginning of the tenancy. According to the tenant the rental building has in the order of 100 units.

During the hearing, the tenant submitted into evidence a copy of a letter dated November 4, 2012 he had written to the landlord requesting repairs both to the rental unit and to the rental building. The requests and response to each were as follows:

1. The bathroom shower had been leaking for over three months. This has now been repaired.
2. The bathroom floor has cracked and risen, interfering with the bathroom door. The landlord has promised to refinish the floor on the coming weekend.

3. The building's security buzzer system is not working for residents to admit guests. The landlord stated that during recent renovations, the wire had been cut and the service provider called to correct the problem was unable to locate the break. There are plans to install a new system.
4. The television cable system is not working. The landlord stated that cable is not included in the rental agreement and it is the tenant's responsibility. The tenant stated that he had called the cable company and was advised that the order would have to go through the landlord. I would advise the parties both communicate with the cable company to ascertain how service might be restored and to allocate any cost in compliance with the rental agreement which was not submitted into evidence.
5. The bathroom sink is blocked. The landlord will tend to this.
6. There is mould on some of the walls in the rental unit. The parties agreed that the landlord had repainted the bathroom, but a substantial amount of mould remains which the landlord stated he will address.

### Analysis

Section 32 of the *Act* provides that:

- (1) 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.

I find that the landlord has fallen short of the duty to repair and maintain the rental unit, particularly with respect to the bathroom floor and treatment of the mould which pose health and safety risks for the tenant.

At the same time, I accept the submissions of the landlord that plans are underway to remedy the deficiencies cited by the tenant.

However, given the length of time it has taken for the landlord to address the problems, I find that the tenant is entitled to compensation for diminished value of the rental unit over at least three months. I set that value at \$310.

In addition, as the application has succeeded on its merits, I find that the tenant is entitled to recover the \$50 filing fee for this proceeding from the landlord.

As authorized by section 65(1)(f) of the *Act*, I hereby order that the tenant may recover the total award granted to him by withholding \$360 from the rent due on January 1, 2013 and must pay the balance of \$300.

If repairs are not done within a reasonable time as promised, the tenant is at liberty to make application again.

### Conclusion

The tenant is awarded \$360 including filing fee which he may recover by withholding that amount from the rent due January 1, 2013. The tenant may apply again for further remedies if the repairs are not completed in a reasonable time.

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: December 27, 2012.

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Residential Tenancy Branch