



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, RR and FF

Introduction

This hearing was convened on an application by the tenant seeking an order for repairs to the rental unit and/or an order for a rent reduction and recovery of the filing fee for this proceeding.

Issue(s) to be Decided

Does the evidence warrant an order for the landlord to make repairs to the rental unit and/or a rent reduction?

Background, Evidence and Analysis

This tenancy began on November 16, 2012 under a fixed term rental agreement to November 30, 2013 when the tenant moved from another unit in the same building in which he has resided as a tenant for 15 years. Rent is \$890 per month and the landlord holds a security deposit of \$445.

The tenant submitted into evidence a copy of his letter of December 4, 2012 reporting a small number of deficiencies in the rental unit, noted that staff had declined to make repairs and appealed for the landlord's assistance. In the alternative, the tenant requested the landlord's agreement to waive the fixed term component of the agreement.

The landlord replied by letter of December 10, 2012 citing an inspection of the unit on December 4, 2012, noted that the deficiencies are similar to other units in the building and concluded that, "...the rent for your suite was based on the current condition of the unit, and we are not prepared to make cosmetic alterations at this point." The reply was silent on the question of removing obligations of the fixed term from the agreement.

Repairs and maintenance are governed by section 32 of the *Act* which requires they be to a standard set by health, safety and building laws and suitable for occupancy relative to age, character and location of the building. The requirement for compliance applies whether or not the tenant knew of them at the time of entering into the rental agreement.

During the hearing, the tenant submitted a series of photographs with descriptions of the corrective measures requested on which I find as follows:

Kitchen cabinet doors. The tenant's photographs show two adjacent kitchen cabinet doors, the left one of which does not fully close, leaving a three-inch gap between the closing edge and the frame. In addition to being visually unsettling, the tenant states that the opening allows dust, bacteria and other impurities access to food, dishes and cutlery.

Another picture shows the interior skin of the right door is shredded top and bottom and detaching from the door by two to three inches which the tenant submits provides harbour for bacteria and other impurities.

During the hearing, the landlord made a commitment to replace the doors by February 15, 2013 with matching doors from stock. The tenant agreed to that solution provided the doors are sound which might be a challenge as they were initially installed circa 1969. If sound matching doors are not found, the tenant stated that he would accept two new doors and, if the landlord provided the paint, he would paint the cupboards to match.

As authorized under section 62 of the *Act*, I hereby give this agreement the force of an order and if it is not fulfilled, the tenant is at liberty to make a further application for remedy.

Bathroom under-sink cabinet door. The tenant's photograph shows this door will only close to within about three inches to the frame. The tenant stated that the door is sound and asks only that the defective hinges be replaced. The landlord made promise that this will be repaired at the same time as the kitchen cupboard doors. Again, I so order under section 62 of the *Act*.

Mismatched toilet seat. This request to replace the near white toilet seat with one that more favourably contrasts with the avocado fixtures has been resolved.

The tenant withdrew his request for rent reduction or abatement on the landlord's commitment to do the requested repairs.

Filing fee - \$50. I have found the tenant's requests and his presentation of them to the landlord to have been modest, fair and reasonable. I find that the tenant is entitled to recover the filing fee for this proceeding from the landlord and I authorize that he may do so by withholding \$50 from his next future rent payment.

Conclusion

By agreement and by order, the landlord is to replace the kitchen cabinet doors with matching doors from existing stock or if sound ones cannot be found, the landlord must provide and fit new cabinet doors and provide the tenant with paint to match doors and cupboards. The landlord must further replace the defective hinges in the bathroom cupboard.

The tenant has leave to reapply if these solutions are not implemented.

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: January 30, 2013

Residential Tenancy Branch

