



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNR, OLC, ERP, RR, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation, for an order directing the landlord to comply with the *Act* and allow the tenant a rent reduction for repairs that were not completed. The tenant also applied for the recovery of the filing fee.

The landlord did not attend the hearing. I accept the evidence of the tenant that the landlord was served with notice of this application and hearing by registered mail. The tenant provided a tracking number. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

During the hearing the tenant informed me that most of his application was taken care of prior to the hearing, by coming to an agreement with the landlord with regard to the outstanding utility bills and rent. The tenant stated that the only portion of his application that he wanted me to address was for an order directing the landlord to complete repairs, for a rent reduction and for the filing fee.

Issues to be decided

Was the landlord negligent in carrying out the required repairs? Is the tenant entitled to a rent reduction and to the recovery of the filing fee?

Background and Evidence

The tenancy started in the early part of 2009. The monthly rent is \$850.00 payable on the first of each month. The unit is a duplex and has two rental suites. The tenant lives in the lower unit.

The tenant filed photographs that show a portion of the drywall in the ceiling of the bathroom that is cut out. The plumbing of the bathtub in the suite above is visible through this opening. There is a water stain on the ceiling adjacent to this opening. The tenant wants the landlord to repair the ceiling.

The tenant also filed photographs showing a significantly chipped bathroom counter top and a refrigerator door that does not shut properly. The tenant stated that the stairs to the backyard from the deck above is unsafe and wants the landlord to take measures to ensure the safety of the tenants. The tenant stated that despite verbal requests the landlord has not repaired the items mentioned above.

Analysis

Based on the testimony of the tenant, the photographs filed into evidence and the absence of evidence to the contrary, I find that the rental unit needs some repairs. Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

Accordingly I put the landlord on notice and order him to carry out the following repairs:

1. Repair the leak in the bathroom and finish the ceiling
2. Repair the bathroom counter top
3. Repair the refrigerator door and ensure that it shuts well
4. Repair the stairs off the back deck

The above repairs must be started immediately upon receipt of this decision and be completed no later than May 15, 2013. If the landlord does not complete the above repairs by May 15, 2013, the tenant may apply for a rent reduction which will continue until the repairs are complete.

Conclusion

The landlord is ordered to complete the repairs listed above on or before May 15, 2013. The tenant may make a onetime deduction of \$50.00 from a future rent.

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: April 05, 2013

Residential Tenancy Branch

