



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MNDC, RP, RR, FF

Introduction

This hearing was to deal with an application by the tenant for a monetary order for compensation for damage or loss under the Act, an order that the landlord complete repairs and a rent abatement allowing the tenant to reduce the rent for repairs, services or facilities agreed upon but not provided.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issues to Be Decided

Is the tenant entitled to a monetary order to compensate for damages and loss?

Is the tenant entitled to a rent abatement based on condition issues that devalued the tenancy?

Should the landlord be ordered to complete repairs?

Background and Evidence

The tenancy began on March 1, 2013 with rent of \$2,775.00 per month and security deposit of \$1,387.50. The tenant and the landlord participated in the move-in condition inspection and the tenant apparently pointed out several deficiencies in the condition of the unit at that time. The tenant testified that no copy of the inspection report was ever given to them as required by the Act.

The tenant acknowledged that some of the problems were eventually rectified by the landlord, but felt that these repairs took too long and required the tenant to be persistent. According to the tenant, some deficiencies were never addressed at all.

The landlord's agent testified that virtually everything that the tenant complained about has been fixed.

According to the tenant, their move-in date was delayed because of unaddressed concerns they had about problems with the stove and having no hot water in the kitchen and some other issues.

The tenant stated that the deficiencies were pointed out prior to the move-in date and they acknowledged that the landlord did examine the problems shortly after the tenants reported them. However, according to the tenant, the repairs to the taps and hot water still took two weeks to rectify and the malfunctioning stove issue was not resolved until March 6, 2013.

The tenant stated that, because of the problems above, they were forced to live elsewhere and incur a debt of \$300.00, for which they are seeking compensation.

The landlord argued that the stove was functioning, but the tenant had to be instructed on its use. The landlord also stated that the hot water issue was taken care of as soon as possible. The landlord's position is that the house could be inhabited despite the problems. The landlord pointed out that the home does have a second kitchen downstairs.

The tenant took issue with the fact that many of the light bulbs were burned out and the tenant spent \$53.30 on replacements and provided a receipt to the landlord.. The tenant feels that they should be compensated for the cost of replacing bulbs.

The landlord stated that the tenants had never provided a receipt as requested. However, the landlord is willing to reimburse the tenant for the cost.

The tenant objected to the fact that they have been required to pay for garbage collection. Although the tenancy agreement shows that garbage collection is not included in the rent, the tenant is alleging that the landlord made a verbal representation when negotiating the agreement, that garbage collection is included.

The landlord disputes the above testimony and stated that the tenancy agreement terms are clear on this subject.

The tenant is dissatisfied with the function of the entry door handle and stated that they asked the landlord's agent on March 1, 2013 that it be repaired, but nothing has been done. The tenant is also concerned that they were never given a key to the exterior exit door of the suite.

The landlord argued that the main entry door handle is fully functional. However, the landlord still agreed to take a look at the hardware and make repairs if they are found to

be required. In regard to the entry key for the exterior door of the suite, the landlord objected that there is no need for the tenant to have a key, as the lower suite is fully accessible from the inside because it is connected to the rest of the home. The landlord testified that the door can be secured from the inside too.

After a discussion about the landlord's obligations under section 25 of the Act which places the responsibility on the landlord to pay all costs for changing locks at the beginning, or end of each tenancy, the landlord did state that he is willing to rekey all of the locks for the tenant, including the exterior door to the lower suite.

The landlord pointed out that the tenancy agreement does not permit additional occupants to reside in the home without the landlord's consent. The tenants denied that this is an issue with the tenancy, as they have not allowed additional occupants.

The tenant stated that they are claiming a rent abatement of approximately \$155.00 per month retroactive to the start of their tenancy for the fact that the jetted bathtub does not function properly and, according to the tenant, this was a key consideration for the tenant in agreeing to the tenancy because of the tenant's medical issues. The tenant testified that the landlord's agent has examined the problem and made promises, but nothing has been done to date.

The landlord stated that the cost of refurbishing the tub is significant, so quotes must be obtained. However, according to the landlord, the repairs are in the process of being arranged. The landlord did not agree that the tenant was entitled to a rent abatement of more than \$75.00 per month for the loss of the jets in the bathtub and pointed out that the tub itself is still functional.

Other concerns voiced by the tenant, that they say have not been taken care of, are the installation of the toilet paper holder, a loose handle on one toilet and power washing of the deck.

The landlord stated that he is willing to address all of these issues.

The parties agreed that the rental unit should be inspected on a regular basis by the landlord and that they would record concerns and responses to concerns in writing.

Analysis

In regard to the tenant's claim for the repairs, I find that section 32 of the Act imposes responsibilities on both the landlord and the tenant for the care and cleanliness of a unit.

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, having regard to the age, character and location of the rental unit to make it suitable for

occupation by a tenant. And a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.

Based on the testimony of both parties, I find that the landlord is willing to address or has already taken care of most of the tenant's stated concerns including:

- Stove repair,
- Kitchen taps,
- Hot water problem,
- Payment for the light bulbs in the amount of \$53.30,
- Fixing the entry door handle,
- Rekeying all of the locks, including the exterior door to the lower suite,
- Fixing the jetted bathtub,
- Installation of a toilet paper holder,
- Examining the loose handle on one toilet, and
- Power washing the deck.

Given the above, I find that these portions of the tenant's application have been resolved and the tenant's request for orders for repairs with respect to these items must be dismissed, with leave to reapply if there are further disputes on these particular items.

In regard to the tenant's complaint that they are required to pay for garbage collection, after an alleged verbal assurance by the landlord's agent, I find that the tenancy agreement confirms that garbage collection is not included in the rent and this portion of the tenant's application must be dismissed.

In regard to the tenant's claim for \$300.00 for the delay in moving into the unit due to the deficiencies relating to the problems with hot water, the stove and other issues, I accept that a lump-sum rent abatement of \$300.00 is warranted and find the tenant is entitled to this compensation.

With respect to the tenant's claim for a retroactive and continuing rent abatement equal to the value of a functioning jet-tub, I find that an abatement of 5% of the rent is justified and this equals \$139.00 per month. Accordingly, I find that the tenant is entitled to a retroactive rent abatement in the amount of \$417.00 for the tub problem, covering the

months of March, April and May 2013. I also find that the rent must be reduced from now on by \$139.00 for each month in future. The rent will remain at \$2,636.00 until the end of the month in which the repairs to the jets in the tub are fully completed by the landlord, at which time it will revert back to the original rate of \$2,775.00.

Accordingly, I hereby grant the tenant monetary compensation in the amount of \$820.30, comprised of \$53.30 for purchase of light bulbs, \$300.00 lump-sum for problems with the kitchen that delayed the move-in date, \$333.00 retroactive rent abatement for loss of use of the jetted tub for March, April and May 2013 and the \$50.00 cost of the application. I order that the tenant reduce the next rent payment owed to the landlord for June 2013 by \$820.30.

In addition to the above, I hereby order that as of June 1, 2013, the \$2,775.00 rent for this unit be reduced to \$2,636.00 per month and that this reduction will continue until the end of the month in which the repairs to the bathtub are complete.

The remainder of the tenant's application relating to the outstanding repair concerns is dismissed with leave to reapply.

Conclusion

The tenant is partially successful in the application and is granted monetary compensation to be deducted from rent, reduced rent pending completion of repairs. The claim relating to garbage collection is dismissed, while the remainder of the issues have been satisfactorily resolved by consent and are dismissed with leave.

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: May 07, 2013

Residential Tenancy Branch

