



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Skyline Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, RP, RR, FF

### Introduction

This hearing dealt with an application by the tenants for a repair order and an order reducing the rent for repairs, services or facilities agreed upon but not provided. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, the landlord did not appear.

### Issue(s) to be Decided

- Should a repair order be granted and, if so, on what terms?
- Should the rent be reduced and, if so, on what terms?

### Background and Evidence

This one year fixed term tenancy commenced February 18, 2013. The monthly rent of \$1000.00 is due on the first day of the month.

The rental unit is a two bedroom plus den apartment on the top floor of a three floor wood frame building. The tenant estimated the age of the building to be twenty years. The apartment is approximately 1100 square feet. One of the nice features of this apartment is a balcony approximately four feet by twelve feet in size.

When the tenants filed this application they were asking for repairs to three cracked or broken windows, the refrigerator, the balcony and the closet doors in the master bedroom. By the date of the hearing the landlord had replaced all three windows and the refrigerator.

The landlord had also started repairs to the balcony. On June 14 the landlord removed the railing and the weather covering to find that the corner support post had totally rotted away. This explained the movement the tenant had felt in the balcony previously. The landlord braced the post with a brace made of three 2 X 4s and put a temporary cover on the balcony. The tenants were told to stay off the balcony.

On June 27 more work was done on the balcony. A piece of plywood has been installed on the floor next to the support post, a piece of latticework has been attached to the front of the wooden brace, and the railing has been reinstalled. The tenants have been told to stay off the plywood cover. The tenant says he has been given no information about the landlord's future plans, if any, for additional work to the balcony.

The same repairs have been made to the balconies below this rental unit.

The tenant is able to go onto the balcony to smoke but does not feel that they can put a BBQ on the deck or have other people out there. This is a disappointment to the tenants as they were looking forward to doing some entertaining on the balcony.

The tenants also expressed dissatisfaction with the state of the closet doors in the master bedroom. From the photographs they appear to be oak veneer sliding doors. There are some dents and scuffs on them and a largish chip on one bottom corner. The landlord has looked at the doors and told the tenants they will not be replacing them as they are still working well.

#### Analysis

Section 32 of the *Residential Tenancy Act* requires a landlord to 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, makes it suitable for occupation by a tenant.

If a rental unit does not meet this standard an arbitrator may order:

- the landlord to make certain repairs; and,
- that past or future rent be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

First of all I find that the closet doors, although showing wear and tear, do meet the standard imposed by section 32 and I decline to make any order with respect to them.

The landlord has acknowledged there is a problem with the balcony and has taken the first steps to remedying the situation. It is important that the balcony be completely repaired so that the residents of this unit may enjoy its full use in safety and confidence. Accordingly I order the landlord to complete the repairs as soon as possible. If no progress is made in a reasonable period of time, the tenant may apply for a more detailed and more stringent order.

The value of this tenancy has been reduced because the balcony is fully functional, particularly in the months when one expects pleasant weather. I order that the rent be reduced by \$150.00 per month, starting June 1, 2013, and continuing every month thereafter up to and including October 1; then by \$75.00 per month from November 1 up to and including April 1; then back to \$150.00 per month starting May 1; until the balcony has been repaired to the tenants' satisfaction. If there is any dispute as to whether the balcony had been properly restored either party may apply for an arbitrator's order determining whether the rent reduction should continue or not.

This rent reduction is retroactive to June 1, 2013. The tenants may deduct \$300.00 for June and July from the August rent. If the balcony has not been repaired by August 1, the tenants may also deduct \$150.00 from the August rent in compliance with this order.

Finally, as the tenants were substantially successful on their application they are entitled to reimbursement from the landlord of the cost of filing their application. Pursuant to section 72 \$50.00 may be also deducted from the August rent by the tenants.

#### Conclusion

- a. A repair order has been made.
- b. An order reducing the rent until the repairs have been completed has also been made.

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: July 16, 2013

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Residential Tenancy Branch