



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Connector Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, RP, RR, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; an Order for the landlord to comply with the *Act*, Regulations or tenancy agreement; an Order for the landlord to do repairs to the unit, site or property; to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and to recover the filing fee from the landlords for the cost of this application.

At the outset of the hearing the tenant withdraw his application for an Order for the landlord to comply with the *Act*, Regulations or tenancy agreement; an Order for the landlord to do repairs to the unit, site or property; and to recover the filing fee from the landlords for the cost of this application as the tenant has since moved from the rental unit and the tenant agrees that the filing fee was waived.

The tenant and landlords agents attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch. However the tenant did not provide his photographic evidence to the landlord and therefore the tenants photographs have not been considered during this hearing.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The parties agree that this tenancy started on July 01, 2011 and ended on July 29, 2013. Rent for this unit was \$715.00 per month and this was increased on July 01, to \$746.00. This was a month to month tenancy.

The tenant testifies that at the end of 2012 the tenant had a water leak in his bathroom above the bathtub. The tenant informed the landlord who sent a repair man to look at the leak. The next day the ceiling came down into the bathtub preventing the tenant from using the shower. The repairman returned but the machine they needed to freeze the pipes would not work so they could not fix the leak that day. The tenant testifies that he spoke to the landlord's agent KG who told the tenant that they would have to fix the machine and come back later. The tenant testifies that the repairman did not return for two to three weeks and then the repair was made. However the repairman did not clean up the mess in the bathroom and the tenant had to clear this up himself. The tenant testifies that he asked the landlord for some compensation because of this leak and the time to repair it but the landlord refused.

The tenant testifies that another leak occurred in the living room of his unit at the beginning of June, 2013. The tenant again informed the landlord and someone came to fix the pipe. However the hole cut in the ceiling was not repaired and was left open. The tenant testifies that he tried to patch the hole himself as the tenant started to get rats coming into his unit. The repairman did not return for two weeks to repair the hole. The tenant testifies that he kept going to complain at the landlord's office but no one would help him.

The tenant testifies that the rats were large and kept coming back through the hole. The tenant patched the hole and put foam in to try to prevent access to the rats. The tenant testifies the rat's gnawed his cereal boxes and eat bread left out on the counter. The tenant informed the landlord about the rats and someone came round and put mouse traps down in the tenants unit. No one came back for two weeks and the tenant continued to get rats and so continued to inform the landlord.

The tenant testifies that the landlord offered the tenant alternative accommodation and only \$500.00 compensation off the first month's rent if the tenant decided to move to the new unit. The tenant testifies that he thought about this offer but decided to move out.

The tenant testifies that he was visiting his son in another of the landlord's buildings when the tenant slipped on some steps that had no carpeting. The tenant testifies that he fell down the stairs hitting his arm and head. The tenant's son found him and called an ambulance. The tenant testifies that he has to have surgery and is suffering from a brain injury and an arm injury. The tenant testifies that he was unable to work so went to seek help from the government but they only gave the tenant \$600.00 plus dollars a month as they said it was a personal accident.

The tenant seeks compensation of \$1,461.00 which is equivalent to rent for June and July, 2013. The tenant also seeks to have his rent reduced for July to \$600.00. the tenant agrees that he did not pay rent for June or July, 2013.

The landlord disputes the tenant's claims. The landlord testifies that when the tenant informed the landlord of the first water leak the repairman went to the tenants unit however they found that the pipe freezer did not work so it took a couple more days to repair that and then they went back and made the repair to the leaking pipes. The hole in the ceiling had to stay open in order to dry out. The landlord testifies that the hole in the ceiling was just smaller then the bathtub. The landlord testifies that she does not have a record of how long it took to complete the repair as the landlord did not go and inspect the work when it was completed. The landlord testifies that she did not go and see if the repairman had cleared up the mess but assumes this was done.

The landlord testifies that in June there was another leak in the tenant's living room. The landlord sent someone to repair that and again the ceiling had to be left open to dry out. The landlord testifies that she does not know how long that repair took to be completed.

The landlord testifies that about a month after the leak the tenant complained about a rat problem. The landlord testifies that she called a company straight away to deal with the rats and they came and put down bait and traps. This company had to return two weeks later to see if the problem was erased. However the tenant came back and complained about seeing rats again and so the company was contacted to return sooner on July 05, 2013. The company returned and placed more bait and traps and since then no more rats have been seen.

The landlord testifies that they offered the tenant a transfer to a different unit and offered the tenant one free month's rent in that new unit or the tenant could stay in his unit and the landlord would give the tenant compensation of half a month's rent due to the inconvenience suffered by the tenant. The tenant rejected these offers and moved from his unit without notice.

The landlord testifies that the tenant did fall down some concrete steps in another building. The landlord testifies that some other tenants and this tenant's son informed the landlord that the tenant was intoxicated at the time he fell. The landlord testifies that these are concrete steps that do not have carpet. The steps have an anti slip strip which is replaced each year as it becomes worn.

The landlord cross examines the tenant and asks the tenant which steps the tenant slipped on. The tenant responds that he fell on the steps at the entrance to building 20041. The tenant states that when he went back to look at the steps the landlord had taken the strip off and put something else on the steps. The landlord responds that the slip guards were just replaced.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties, With regard to the tenants claim for compensation for June and Julys rent of \$1,461.00. The tenant agrees that he did not pay rent for June or July yet seeks to recover this as compensation for the water leaks and rat problem. I find that the tenant would be entitled to compensation for these issues but as the tenant did not pay that rent in the first place I find it would be unfair and unreasonable for me to award this back to the tenant when it is an amount owed to the landlord. Therefore I find the tenants claim to recover compensation for June and Julys rent is dismissed.

I will however consider the tenants claim for a rent reduction. I refer the parties to S. 32(1) of the *Act* which states:

32 (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.

The tenant had a water leak in December, 2012 and another one in June, 2013. The tenant also suffered with a rat problem during the second water leak. The tenant has testified that the repair for the first water leak was not completed for two to three weeks and then the tenant had to clear up the mess. The landlord is unsure when the repair was completed and has presented no evidence to show how long this repair took or that the repairman cleared up the mess left in the tenant's bathroom. I therefore find the tenant is entitled to a retrospective rent reduction for December/ January to an amount of \$300.00.

Regarding the second leak and rat problem; again the landlord agrees that she did not inspect the repair to determine when it was completed. The tenant testifies that the repair

was not completed and this caused rats to enter his unit. I therefore find the tenant is entitled to a retrospective rent reduction for June of \$200.00.

The tenant seeks compensation for falling down the concrete stairs. I find the tenant has provided no evidence to show that the tenant fell because of the actions or neglect of the landlord. The tenant agrees he had had a few glasses of wine and the landlord has testified that the tenant's son and other tenants reported that the tenant was intoxicated.

Consequently without evidence to show the landlord was negligent in the upkeep of these stairs I must dismiss the tenants claim for compensation.

Conclusion

The tenants claim for a Monetary Order for money owed or compensation under the *Act* is dismissed without leave to reapply.

The tenants claim for a rent reduction is upheld. As the tenancy has since ended a copy of the tenants' decision will be accompanied by a Monetary Order for a retrospective rent reduction of **\$500.00**. The Order must be served on the Respondent and is enforceable through the Provincial Court as an order of that Court.

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: August 15, 2013

Residential Tenancy Branch

