



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, RR

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and a monetary order for the cost of emergency repairs, and for an order allowing a reduction in rent.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

At the outset of the hearing, neither party raised any issues regarding service of the evidence.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation and for an order allowing a reduction in rent?

### Background and Evidence

This single room tenancy began on May 15, 2013, monthly rent is \$650, and the tenant paid a security deposit of \$325 at the beginning of the tenancy.

The tenant lives in the main bedroom on the main floor of a two story dwelling and two other bedrooms on the main floor are rented by the landlord. The landlord also rents five other bedrooms on the lower level of the home.

The tenant's monetary claim is \$650.

In support of her application, the tenant submitted that she is seeking monetary compensation and a reduction in rent due to the landlord's failure to respond to her requests to address the bedbug issue in the rental unit and common area. Additionally the tenant submitted that the landlord has failed to replace the back porch light, repair the deck, or address the mould issue.

The tenant submitted that the only action taken by the landlord was to spray a room deodorizer to lessen the odour.

The tenant submitted that there are 5 men living in the bedrooms in the lower level, and that all 8 tenants share the bathroom on the main floor, as the landlord has failed to repair the bathroom in the lower level. Additionally, as the 5 tenants from the lower level use the main floor bathroom, all the tenants have unfettered access to her bedroom and the main floor.

The tenant further submitted that she is unable to lock her window as they were put in backwards, or use the closet doors so that they don't fall out when she opens or closes the doors, or has adequate hot water for the 8 tenants.

The tenant further submitted that the sink is held up by a belt.

The tenant said that she first addressed her concerns to the landlord in written form on May 22, 2013.

#### *Landlord's response-*

The landlord submitted that she has made an appointment for the bedbug infestation, but was not allowed in. The landlord further submitted she sprayed for bedbugs herself in April and that no other tenant has complained.

The landlord contended that the tenant was aware that all the other tenants were male when she moved in and that the bathroom in the lower level was not working. The landlord also contended that it was too expensive to make repairs to the lower level bathroom.

The landlord stated that the premises were well ventilated and that there is no reason for there to be mould.

#### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 32 of the *Act* requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I accept the evidence of the tenant that she notified the landlord of a problem with respect to bedbugs and mould being found in the rental unit and common area, and that the landlord has not taken sufficient measures to correct the problem. I also make this finding based upon the landlord's own oral evidence that she sprayed the rental unit prior to the tenancy beginning, and did not dispute that she was notified by the tenant of these issues or took any corrective measures.

I also accept the undisputed evidence of the tenant that the landlord has failed to make the rental unit safer by replacing burnt out light bulbs in the outside areas or repairing the deck.

I also do not accept the testimony of the landlord that the tenant was aware that 8 people would be sharing one bathroom on the upper level, as the tenant provided clear testimony that she was unaware of this situation or that the landlord informed her of such.

I find that the landlord's expectation that 8 different tenants would share a common bathroom, just because she finds a repair to be too expensive, to be unreasonable and illogical. I also find this lack of repairs by the landlord to be in violation of section 32 of the *Act*, in violation of health and safety standards.

I also find that the tenant should be entitled to lock her windows, but that she is unable to do so.

I find the landlord's insufficient response to the tenant's complaints has caused the tenant to have suffered a loss of use and enjoyment of the rental unit, causing a diminished value of the tenancy.

I find the only remedy available to the tenant is a reduction in rent and I therefore grant her application seeking such an order.

Residential Tenancy Branch Policy Guideline 6 states: "in determining the amount by which the value of the tenancy has been reduced, the arbitrator should take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use the premises, and the length of time over which the situation has existed."

As I have found that the value of the tenancy has been diminished through the landlord's insufficient response to the bedbug infestation, mould remediation, lack of proper outside lighting, lack of deck repair, lack of providing the tenant a means to lock her window, or to make repairs to the lower level bathroom, I find a reasonable amount

for a rent reduction due to the diminished value to be \$250 per month. I find the diminished value should be granted retroactively for 4 months, from May 15, 2013, when the tenancy began until the date of the hearing.

I therefore order the landlord to compensate the tenant in the amount of \$250 per month retroactively for 4 months, for a total amount of \$1000, pursuant to section 62 of the Act. The tenant is authorized to withhold her next or a future month's monthly rent payment of \$650 in partial satisfaction of the monetary award and the balance of \$350 from a future month's rent payment in full satisfaction of the remainder of her monetary award. As the tenant is receiving rental assistance, if the tenant is unable to redeem her monetary award as outlined above, I have provided the tenant with a monetary order in the amount of \$1000.

Until the completion of the full and effective extermination of the bedbugs, mould remediation, repair of the deck and bedroom windows, replacement of burnt out outside light bulbs, and the lower level bathroom, with a lock on the door separating the upper and lower level, I grant the tenant a continuing rent abatement of \$250 per month and I further authorize the tenant to reduce future monthly rent payable by \$250 until such time as a licensed, professional company has issued its final report certifying that the process of extermination of the bedbugs is complete or that there is no presence of bedbugs, and until the landlord has supplied adequate proof to the tenant that the above listed repairs has been completed in a good and workmanlike manner.

Upon receipt of the written report verifying completion of the final extermination of the bedbugs and proof that the landlord has fully addressed the mould remediation, and repaired the deck and bedroom windows, replaced the burnt out outside light bulbs, and repaired the lower level bathroom, with a lock on the door separating the upper and lower level, the tenant will be obligated to resume payment of the full monthly rent starting the month following receipt of the written report. Example: if the landlord supplies the report or proof to the tenant on October 15, 2013, the tenant's rent for October is reduced by \$250, but the tenant would have to pay the full amount of rent payable for November 2013.

If the tenant is not satisfied with the extermination or repairs being complete and continues to withhold rent, the landlord is required to file an application for dispute resolution to prove to the Residential Tenancy Branch that she has complied with this Decision.

### Conclusion

The tenant has been granted a retroactive rent abatement, in the amount of \$1000 in monetary compensation.

The tenant is directed to satisfy her monetary award in the above outlined manner. If she is unable to redeem her monetary award of \$1000 as directed, the tenant is provided a monetary order in that amount. This order must be served on the landlord

and is enforceable in the Provincial Court of British Columbia (Small Claims) as an order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

The tenant is authorized to reduce future monthly rent by \$250 until such time the landlord has complied with the above orders. The rent will be returned to \$650 as directed when the conditions and orders listed above have been met.

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* and is being mailed to both the applicant and the respondent.

Dated: September 23, 2013

---

Residential Tenancy Branch

