



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Costa-Lessa Motel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ERP; PSF; RR; MNDC

Introduction

This is the Tenant's application for an Order that the Landlords make emergency repairs to the rental unit; for an Order that the Landlords provide service or facilities required by law; and to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlords.

The Tenant filed her application on September 9, 2013. On September 30, 2013, the Tenant amended her application to include a request for compensation for damage or loss under the Residential Tenancy Act (the "Act"), regulations, or tenancy agreement.

The Tenant gave affirmed testimony at the Hearing.

Preliminary Matter

The Tenant testified that she served the Landlords with the Notice of Hearing documents, including a copy of her Application filed September 9, 2013, by handing the documents to the Landlord EJ on September 14, 2013. Based on the Tenant's affirmed testimony, I find that the Landlords were duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(1)(a) of the Act.

The Tenant testified that she served the Landlords with a copy of her amended Application on September 26, 2013, by courier. The Tenant was not certain of the date and did not have tracking information for the couriered package. I find that the Tenant did not provide sufficient proof of service of her amended application and therefore her **application for monetary compensation is dismissed with leave to reapply.**

The Tenant testified that she served the Landlords with copies of her documentary evidence on September 30, 2013.

Issues to be Decided

- Should the Landlords be ordered to make repairs to the rental unit?
- Is the Tenant entitled to a rent reduction?

Background and Evidence

The Tenant gave the following testimony:

The rental unit is a manufactured home. This tenancy began in November, 2008. Monthly rent is \$800.00, due on the first day of the month.

The Tenant stated that she was away in Vancouver from April, 2012 until May, 2013, to be with her son who had cancer. The Landlord EJ was informed that the Tenant would be away.

While she was absent, heat and lights were left on in the rental unit to make it look lived-in. The Tenant's friends checked on the rental unit every day and collected her mail. Monthly rent was paid to the Landlords directly by the Ministry, who also paid the utilities.

The Tenant testified that a month before she returned to the rental unit, the Landlord EJ discovered that there was a flood in the bathroom. When the Tenant returned in May, 2013, there was mould growing on the carpet. The Tenant testified that the floor boards were mushy and it appeared that the roof was leaking because of water stains on the ceiling. The Tenant provided photographs of the rental unit in evidence.

The Tenant stated that she asked the Landlords for repairs but nothing was done. On July 3, 2013, the Tenant put her requests in writing and gave them to the Landlords. A copy of the letter was provided in evidence.

The Tenant testified that the Landlord EJ fixed the bathroom tap on October 21, 2013, but has not fixed any of the other items.

The Tenant stated that she is willing to stay in a transition house until the repairs can be completed.

Analysis

The Tenant's letter dated July 3, 2013, identifies the following repairs required:

- Change all windows
- Fix all holes on floor by the back door and seal it to be ready for winter.
- Fix tap's in kitchen and bathroom
- Change toilet
- Main water regulator needs to be changed
- Fix roof inside trailer
- Get all mold out of bathroom and bedroom's

- Change the deck and pourch
- Main tank heat and change filter
- Underliner needs to be replaced
- Clean outside trailer every year or two year
- Keep the grass cut

(reproduced as written)

Section 32 of the Act requires a landlord to provide and maintain a rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law. Based on the Tenant's affirmed testimony and documentary evidence, I am satisfied that there are some urgent repairs required to the rental unit and that the Landlords have not complied with Section 32 of the Act. The Tenant testified that Landlord EJ has already repaired the tap in the bathroom. I find that the Tenant did not provide sufficient evidence with respect to her request to change the porch or deck.

I Order the Landlords to do the following:

- Hire a professional hazmat team and comply with their directions with respect to mould removal and other orders.
- Hire a professional contractor to inspect the rental unit and, as recommended by the contractor, to repair or replace damaged or destroyed plumbing; roofing materials; insulation; drywall; ceiling, flooring and windows in coordination with the hazmat team.
- Provide the Tenant with a copy of the professional(s)' report including recommended repairs.

I Order that all of the above steps be completed no later than February 1, 2014.

Section 65(1)(f) of the Act allows me to reduce past or future rent by an amount that is equivalent to a reduction in the value of a tenancy agreement. The Tenant provided evidence that the rental unit has not been maintained by the Landlords and she stated that there have been problems as far back as the beginning of the tenancy in 2008. However, the Tenant did not put her concerns in writing to the Landlords until July 3, 2013, and did not file an Application for Dispute Resolution with respect to these issues until September 24, 2013. Therefore, I am making an order with respect to rent abatement effective August 1, 2013. I find that the value of the tenancy has been diminished as a result of the Landlords' failure to comply with Section 32 of the Act. I find that the Tenant is entitled to a rent abatement of 20% for August, September, October and November, 2013, and to a future rent reduction of 20% from December 1, 2013, until all of the repairs and maintenance orders set out above are completed **and the Landlords are successful in an application to have the rent reduction stopped.**

To be clear, once the Landlords have completed these repairs, the onus is on the Landlords to be successful in an Application for Dispute Resolution that the rent reduction should cease.

Therefore, I find that the Tenant is entitled to rent abatement in the amount of **\$640.00**, calculated as follows:

$$\begin{aligned} \$800.00 \times 20\% &= \$160.00 \\ \$160.00 \times 4 \text{ months} &= \$640.00 \end{aligned}$$

For clarity, commencing December 1, 2013, and until the Landlords are successful in an application to have the rent reduction stopped, rent will be **\$640.00**.

Conclusion

I Order the Landlords to do the following:

- Hire a professional hazmat team and comply with their directions with respect to mould removal and other orders.
- Hire a professional contractor to inspect the rental unit and, as recommended by the contractor, to repair or replace damaged or destroyed plumbing; roofing materials; insulation; drywall; ceiling, flooring and windows in coordination with the hazmat team.
- Provide the Tenant with a copy of the professional(s)' report including recommended repairs.

I Order that all of the above steps be completed no later than February 1, 2014.

I hereby provide the Tenant with a Monetary Order for service upon the Landlords in the amount of **\$640.00**. This Order may be filed in the Provincial Court of British Columbia and enforced as an Order of that Court.

Commencing December 1, 2013, and until the Landlords are successful in an application to have the rent reduction stopped, rent will be **\$640.00**.

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: October 29, 2013

Residential Tenancy Branch

