



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Triple Star Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O

Introduction

This was an application by the landlord to restore the rent to \$ 700.00 from the amount reduced in a previous hearing. Only the landlord's agent attended the application.

Issue(s) to be Decided

Is the landlord entitled to an Order restoring the rent.

Background and Evidence

The landlord's agent R.M. testified that the tenant was handed a copy of the application for dispute resolution on November 21, 2013 and received it by registered mail on November 22, 2013.

R.M. testified that on April 22, 2013 the Arbitrator at a hearing regarding the same unit (file No.80####) reduced the rent from \$ 700.00 per month to \$ 665.00 as per the below extract:

*Having found that the Landlord has failed to comply with section 32 of the Act, and based on the Tenant's testimony and documentary evidence, pursuant to Sections 62(3) and 32 of the Act, I Order the Landlord to do the following, **by June 14, 2013**:*

- Hire a professional contractor to inspect the rental unit and to repair or replace the heating system so that it is capable of maintaining a standard room temperature of 20 degrees celsius.(sic)*
- Hire a professional pest control company to inspect the rental unit and to treat it for bed bugs and or other pests as required.*

*I further find that the Tenant is entitled to a rent reduction in the amount of 5% effective May 1, 2013. Therefore, **effective May 1, 2013, monthly rent will be \$665.00** until the repair and maintenance orders set out above are completed **and the Landlord is***

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

R.M. produced documentation and testified that the heating system was repaired and inspected by June 17, 2013 and that it is not capable of maintaining 20 degrees Celsius.

R.M. produced documentation and testified that the unit was professionally inspected and treated by a pest control company on June 13 and 27, 2013.

Analysis

In absence of any evidence to the contrary I accept the landlord's evidence and find that the landlord has satisfied the Order of April 22, 2013 file No. 80####. Accordingly I order the rent be restored to \$ 700.00 per month effective February 1, 2014 provided the landlord serve the tenant with a fax copy of this decision by January 17, 2014. Failing that the restored rent will be effective the next rental period two weeks after this decision is served. I find that it is not appropriate for the landlord to recover the filing fee herein as it was the landlord's initial default that caused the rent to be reduced.

Conclusion

I ordered the rent be restored to \$ 700.00 per month effective February 1, 2014 provided the landlord serves the tenant with a fax copy of this decision by January 17, 2014. Failing that, the restored rent will be effective the next rental period two weeks after this decision is served. The landlord shall serve the tenant with the original and faxed copy of this decision. There will not be any recovery of the filing fee herein. I have dismissed all other claims.

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: January 13, 2014

Residential Tenancy Branch

