



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** RP, RR, OLC

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to have repairs done and for a reduction in rent. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to a rent reduction?

### **Background and Evidence**

The tenancy started on September 01, 2013. Rent is \$550.00 due on the first of each month. The rental unit is located in the basement of the landlord's home. The landlord lives upstairs.

The tenant stated that from the start of tenancy, there was a leak from the upstairs which affected a wall in the rental unit. The landlord agreed to have it fixed and made arrangements for a plumber to visit the rental unit on October 05. The parties did not agree on the sequence of events that followed. The landlord stated that the tenant was given a time frame of the plumber's visit and wanted an exact time to the minute. The tenant stated that she waited for a long time and then had to leave. The landlord filed a letter from the plumber stating that he was on his way to the rental unit when the landlord called him and advised him not to attend.

Since that date, the parties have not been able to agree on a date to have the problem looked at and fixed. During the hearing, the landlord stated that it was in his interest to have this leak taken care of. Both parties agreed to work together to arrange for a date and time to allow the plumber to check out the problem and carry out the repairs. The landlord agreed to have it fixed on or before February 15, 2014. The landlord agreed to provide at least 24 hours notice to the tenant prior to the plumber's visit.

The tenant stated that the landlord's family creates noise disturbances during the night and his visitors use abusive language. This creates an atmosphere of insecurity for the tenant and her daughter. The landlord stated that his father works shifts and that is why he is up at around 4am. The tenant stated that since she is unable to use the damp wall for her equipment and for the loss of quiet enjoyment due to noise disturbances, she is claiming \$100.00 off her rent from the start of tenancy, until the wall is repaired.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law. In this case, I find that the landlord made efforts to resolve the problem but was unable to arrange a mutually convenient time. I order the landlord to fix the problem of leakage on or before February 15, 2014.

The tenant has applied for a rent reduction based on the lack of repairs to the wall and for the noise disturbances. The tenant's testimony consisted of some noise disturbances associated with normal every day activities. The occupant of the upper unit works shifts and therefore noise disturbances caused by movements in the early hours are not unexpected. Tenants renting a basement unit such as this are required to accept the fact that they will hear noises from the adjoining units. However, the landlord must ensure that his visitors behave in an appropriate manner and refrain from disturbing the tenant. Based on the tenant's testimony, I find that the tenant is not entitled to a rent reduction. If the wall is not repaired by February 15, 2014, the tenant is at liberty to apply for one.

### **Conclusion**

I order the landlord to complete the repairs as stated above and have the work completed by February 15, 2014. 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 22, 2014

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Residential Tenancy Branch