



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC; RP

Introduction

This is the Tenants' application for an Order that the Landlord make repairs to the rental unit and for compensation for damage or loss under the Act, regulation or tenancy agreement.

The Tenants gave affirmed testimony at the Hearing.

It was determined that the Notice of Hearing documents were mailed to the Landlord, by registered mail, on January 21, 2014. The Tenants provided a copy of the registered mail receipt and tracking number in evidence. A search of the Canada Post tracking system indicates that the documents were delivered on January 23, 2013. Despite being duly served with the Notice of Hearing documents, the Landlord did not sign into the teleconference and the Hearing continued in her absence.

Issues to be Decided

- Should the Landlord be ordered to make repairs to the rental unit?
- Are the Tenants entitled to compensation for a reduction in the value of the tenancy?

Background and Evidence

The Tenants gave the following testimony:

- This tenancy began in March, 2009. Monthly rent is \$675.00, due on the first day of each month. The Tenants were not certain, but believe that they paid a security deposit in the amount of \$337.50 at the beginning of the tenancy.
- The Tenants noticed that the outside boards and roof were in bad shape when they moved into the rental unit. They told the Landlord, but nothing was done.

- The condition of the house got worse and worse. About a year ago, the roof started leaking; the outside walls and bathroom window frame started rotting; mould started growing on the ceiling and walls, particularly in the bedroom. The Tenants complained but the Landlord did not do anything to fix the moisture problems.
- The Tenants have been wiping the walls to rid them of mould, but the mould keeps coming back. It is worse in the bedroom than in the other rooms.
- In December, 2013, the Tenants wrote to the Landlord outlining the problems with the rental unit and asking the Landlord to address them. A copy of the letter was provided in evidence.
- In early January, 2014, the Tenants wrote to the Landlord again. A copy of that letter was also provided.
- The Tenants have also left voice messages for the Landlord, but the Landlord has not responded to the voice messages.
- As at the date of the Hearing, nothing has been done to fix the roof or the moisture problems.
- The rental unit is a 4 room cabin with a kitchen, living area, bathroom and bedroom.

Analysis

Based on the undisputed affirmed testimony of the Tenants, I find that the Landlord has failed to comply with Section 32 of the Act. Pursuant to the provisions of Section 62(3) of the Act, I Order the Landlord to do the following:

- Have a professional mould inspector inspect the cabin for mould and comply with any recommendations made by the mould inspector with respect to remediation. I also order the Landlord to provide the Tenants with a copy of the mould inspector's report.
- Hire a professional contractor to inspect the cabin and to repair or replace damaged or destroyed plumbing; weeping tiles; roofing materials; plumbing; insulation; drywall; ceiling, flooring and outside decking.
- Provide the Tenants with a copy of the professional(s)' report including recommended repairs.

I Order that all of the above steps be completed no later than July 15, 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. I accept the Tenants' undisputed testimony that the rental unit has not been maintained by the Landlord and that there have been problems with the roof leaking and moisture problems since approximately February of 2013. However, the Tenants did not advise the Landlord in

writing about the required repairs until December, 2013, and did not file an Application for Dispute Resolution until January 21, 2014. Accordingly, I find that the Tenants did not take reasonable steps to mitigate their loss.

Therefore, I am making an Order with respect to rent abatement and reduction effective January 1, 2014. I find that the value of the tenancy has been diminished as a result of the Landlord's failure to comply with Section 32 of the Act. I find that the Tenants have not had full use of the cabin and that they are entitled to a rent abatement of 25% from January 1, 2014 to March 31, 2014, and to a future rent reduction of 25% from April 1, 2014, until all of the repairs 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.

Therefore, I calculate the total rent payable for the months of January to March, 2014, as follows:

January, 2014 (\$675.00 x 75%)	\$506.25
February, 2014 (\$675.00 x 75%)	\$506.25
March, 2014 (\$675.00 x 75%)	<u>\$506.25</u>
TOTAL rent payable	\$1,518.75

The Tenants have paid \$2,025.00 for January 1 to March 31, 2014, and therefore I find that they are entitled to compensation in the amount of **\$506.25** (\$2,025.00 - \$1,518.75) **which they may deduct from future rent due to the Landlord**.

For clarity, after deducting their compensation of \$506.25, **rent for April, 2014 will be NIL**. Commencing May 1, 2014, and until the Landlord is successful in an application to have the rent reduction stopped, rent will be **\$506.25**.

Conclusion

I Order the Landlord to do the following no later than July 15, 2014:

- Have a professional mould inspector inspect the cabin for mould and comply with any recommendations made by the mould inspector with respect to remediation. I also order the Landlord to provide the Tenants with a copy of the mould inspector's report.
- Hire a professional contractor to inspect the cabin and to repair or replace damaged or destroyed plumbing; weeping tiles; roofing materials; plumbing; insulation; drywall; ceiling, flooring and outside decking.

- Provide the Tenants with a copy of the professional(s)' report including recommended repairs.

I Order that rent for April, 2014 will be NIL. Commencing May 1, 2014, and until the Landlord is successful in an application to have the rent reduction stopped, rent will be **\$506.25.**

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: March 17, 2014

Residential Tenancy Branch

