



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Ask Investments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, ERP, OLC, RR, MNDC

### Introduction

This was the reconvened hearing dealing with the tenant's applications for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for an order requiring the landlord to make repairs and emergency repairs to the rental unit, for an order requiring the landlord to comply with the Act, for an order allowing a reduction in rent, and for a monetary order for money owed or compensation for damage or loss.

This hearing began on June 12, 2014, was attended by the tenants and the landlord, and both parties requested that the hearing be adjourned in order to allow the landlord additional time to complete the repairs that had been started.

The parties were informed at the original hearing that the hearing would be adjourned in order to hear from the tenant as to whether the repairs had been made or in the alternative, to deal with the issues contained in the tenants' application.

At this reconvened hearing, only the tenant appeared; the landlord failed to attend.

This hearing proceeded in the landlord's absence and the tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

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 orders for the landlord and monetary compensation?

### Background and Evidence

The undisputed evidence shows that this tenancy began on April 1, 2014, monthly rent is \$850, and the tenants paid a security deposit of \$425 at the beginning of the tenancy.

In support of their application, the tenants submitted that the landlord has not completed the repairs he is required to do under the tenancy agreement and the Act and that the landlord promised to make the repairs before the tenants moved in, but has failed to do so.

The tenant submitted that they have made written requests of the landlord to make repairs and emergency repairs to the rental unit, some of which were completed; however, most of the requested repairs are not completed, even though the original hearing was adjourned in order to allow the landlord time to do so.

The tenants' monetary claim is \$1275.

The tenant's relevant documentary evidence included a copy of the written request for repairs to the landlord, dated May 14, 2014, photographs of the items requested for the repairs, written and text message communication between the parties, and the written tenancy agreement.

In particular, the repair requests were as follows:

*Bathroom-*

The tenant stated that there is a leak in the bathroom sink that has not been repaired, and that the landlord has not fixed the remaining repairs in the bathroom. The tenant submitted further that the tile in the tub and the sink need replacing, that the shower head is not functioning and that new flooring is required.

*Heating-*

The tenant submitted that the heating is uncontrolled and stays too hot and the covers will not stay in place, so much so that the tenant bought fans to deal with the ongoing heat.

*Kitchen cupboards-*

The tenant submitted that the kitchen cupboards are being held up by a bungee cord, and the doors will not close.

*Dining room window-*

The tenant submitted that the frame is now repaired, but that the window will not close.

*Living room-*

The tenant submitted that the window is glued shut and will not open.

*Bedroom and bathroom doors-*

The tenant submitted that there is a hole in the bedroom, as if someone punched a hole in the door. As to the bathroom door, there is also a hole there, creating a lack of privacy.

*Bedroom and hallway closet doors-*

The tenant submitted that the door to the closet is broken and that there is no door in the hallway closet.

Analysis

Based upon the relevant evidence and a balance of probabilities, I make the following findings:

Section 32 of the Act requires a landlord to provide and maintain a rental unit which complies with health, safety and housing standards and make it suitable for occupation; section 33 requires that a landlord make emergency repairs where they are urgent, necessary for the health or safety of anyone or for the preservation or use of the residential property.

I accept the undisputed evidence of the tenants that the tenants made repair requests to the landlord, and I find the landlord has not taken sufficient action necessary to repair the bathroom, including the leak, the plumbing issue regarding only hot water coming from the tap, and all repairs to the shower, tub and tiles, repairing the heating system so that the system is regulated, reinstall the kitchen cupboards and properly attach the cupboard doors, insure that all windows open, close and lock properly, replace the interior doors that have holes in them, repair the bedroom closet door, and replace the hallway closet door.

I find this insufficient response by the landlord has caused the tenants to have suffered a loss of use and enjoyment of the rental unit, causing a diminished value of the tenancy.

I find that the landlord avoided their responsibility to the tenants and that it was necessary for the tenants to file an application for dispute resolution at the end of May 2014.

I find the only remedy available to the tenants is a reduction in rent and I therefore grant their application.

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 ongoing failure to make necessary repairs, I find a reasonable amount for a rent reduction due to the diminished value to be \$150 per month. I find the diminished value should be granted retroactively for 4 months, June, July, August and September, which will be the latest rent payment by the time this Decision is delivered to the parties.

I therefore order the landlord to compensate the tenants in the amount of \$150 per month retroactively for 4 months, for a total amount of \$600. This amount may be deducted from the reduced rate of rent as described below.

I also order that the landlord complete all necessary repairs to the bathroom, including the leak, the plumbing issue regarding only hot water coming from the tap, and all repairs to the shower, tub and tiles, repairing the heating system so that the system is regulated, reinstall the kitchen cupboards and properly attach the cupboard doors, insure that all windows open, close and lock properly, replace the interior doors that have holes in them, repair the bedroom closet door, and replace the hallway closet door by September 30, 2014.

I also order the rent reduction of \$150 per month to stay in effect until such time the repairs are completed in a good and workmanlike manner.

Upon completion of the repairs, the tenants will be obligated to resume payment of the full monthly rent starting the month following such occurrences. Example: if the landlord completes the repairs in a good and workmanlike manner by September 30, 2014, the tenants would have to pay the full amount of rent payable, or \$850 for October 2014.

If the tenants are not satisfied with the repairs and continue to withhold rent, the landlord is required to file an application for dispute resolution to prove to the Residential Tenancy Branch that they have complied with this Decision and to allow the monthly rent to be returned to \$850.

Due to the above, pursuant to section 62 of the Act, I find the tenants have established a total monetary claim for \$600, comprised of a retroactive rent reduction.

I allow the tenants to redeem the amount of their monetary award of \$600 by deducting that amount from the next monthly rent payment.

### Conclusion

The tenants have been granted a retroactive reduction in rent, in the amount of \$600.

The tenants are directed to withhold the amount of \$600 from their next monthly rent payment in satisfaction of their monetary award.

The landlord is ordered to complete the repairs as directed above, by September 30, 2014.

If the landlord fails to complete all such repairs by September 30, 2014, the tenants are authorized and directed to reduce their next monthly and subsequent rent payments by \$150 as a continuing reduction in rent until all repairs are completed in a good and workmanlike manner.

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: August 29, 2014

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Residential Tenancy Branch

