



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes:

**MNDC, OLC, RP, RR FF**

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss under the Act, an Order the landlord comply with the Act, that repairs be made to the property, that the tenant be allowed to reduce rent for a facility agreed upon but not provided and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions to me.

### Preliminary Matters

On August 8, 2014 the tenant served each landlord via registered mail sent to the service address on the tenancy agreement. The landlord confirmed receipt of the mail, which included the hearing documents and 5 photographs. The photographs were not before me; however, if required the tenant was told I would request additional copies for review after the hearing. No other evidence submissions were made by either party.

In accordance with section 89 and 90 of the Act I find that the 2<sup>nd</sup> named respondent has been served with Notice of this hearing, effective the 5<sup>th</sup> day after mailing.

The spelling of the landlord's agents' given name was corrected.

### Issue(s) to be Decided

Is the tenant entitled to compensation for the removal of an alarm system?

Must the landlord be Ordered to comply with the Act and make repairs?

Is the tenant entitled to a rent reduction for a loss of a service?

### Background and Evidence

The tenancy commenced on September 1, 2013; rent is \$1,700.00 per month due on the 1<sup>st</sup> day of each month.

The tenant lives in the upper unit of a home. The parties agreed that at the start of the tenancy the unit had an alarm system which alerted the tenant to entries to and from the unit and smoke alarms. There was agreement that the system operated until November, 2013, when the fire department attended as the result of smoke detection. After this time the alarm system contract was not renewed by the landlord. The parties agreed that the signed tenancy agreement indicated the alarm system was a service provided by the landlord.

#### Mutually Settled Agreement

The landlord and tenant agreed that the alarm system had been terminated in November 2013 and that the tenant should have received some compensation for the removal of this service. The parties agreed that the value of the system was \$50.00 per month.

The parties then mutually agreed to the following:

- the tenant is entitled to compensation in the sum of \$50.00 per month, from December 2013 to September 2014 inclusive;
- that from October 2014 onward rent will be reduced to \$1,650.00 per month, to take into account the termination of the alarm system service;
- that the tenant will immediately investigate the possibility of reinstating the alarm system and that the rent reduction is meant to provide the financial means to reinstate the service;
- that if the tenant finds reinstatement is not in her interests she will notify the landlord at which point the landlord will attend at the rental unit to determine how many smoke detectors are required and that he will immediately install those detectors; and
- that the installation of smoke detectors will be made on the advice of a professional organization, such as the local Fire Department, to ensure adequate placement of the detectors to protect all occupants of the house.

The landlord agreed to enter the home on September 12, 2014 in order to investigate a small amount of mould that is present by the bathroom fan. The tenant said that the fan does not seem to be working properly. The landlord agreed to investigate the need for fan repair or replacement and the installation of a humidistat.

The parties discussed the payment of rent which is paid when the landlord comes to the home. The tenant has not been able to pay her rent for the past 4 months as the landlord has not been available. The landlord said that he does attend at the home at times after the 1<sup>st</sup> of the month as the occupants of the lower unit are always late with rent. The parties agreed that the tenant may provide post-dated cheques or arrange electronic payment to the landlord. The tenant will pay the past rent on September 12, 2014 when the landlord comes to the rental unit.

The landlord agreed to have an occupant of the lower unit immediately return a key that the occupant has to the tenant's unit.

The landlord was encouraged to provide an emergency contact number at the entry to the home so that the tenant has the ability to locate someone to assist in the case of any emergency.

Section 63 of the Act provides:

***Opportunity to settle dispute***

**63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

(2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, in support of the mutually settled agreement I have made the following Orders:

- that the tenant is entitled to compensation for the removal of the alarm system, in the sum of \$50.00 per month from December 2013 to September 2014, inclusive, totalling \$500.00;
- that the tenant is entitled to make a one-time deduction of \$500.00 from the next month's rent owed (rent owed in that month will be \$1,150.00);
- commencing October 2014 rent is reduced to \$1,650.00 per month;
- the landlord will ensure the cause of mould in the bathroom is addressed; and
- pursuant to section 8(3) of the Regulation, that the landlord post or give to the tenant, in writing, an emergency telephone number that can be used to contact a designated person who can respond to emergency situations.

This decision and mutually settled agreement is final and binding and 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: September 09, 2014

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Residential Tenancy Branch

