



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP, RR, FF

Introduction

This matter dealt with an application by the Tenants for compensation from the Landlord for loss or damage under the Act, regulations or tenancy agreement, for the Landlord to comply with the Act, regulations and tenancy agreement, for repairs to the unit, site or property, to allow the Tenant to reduce the rent while the repairs or services are being completed or supplied and to recover the filing fee for this proceeding.

The Tenants said they served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on November 27, 2014. Based on the evidence of the Tenants, I find that the Landlord was served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is there loss or damage to the Tenants and if so how much?
2. Are the Tenants entitled to compensation for loss or damage and if so how much?
3. Has the Landlord complied with the Act, regulations and tenancy agreement?
4. Are there repairs to be completed?
5. Are the Tenants entitled to a rent reduction?

Background and Evidence

This tenancy started on September 1, 2014 as a fixed term tenancy with an expiry date of August 31, 2015. Rent is \$1,600.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$800.00 and a pet deposit of \$800.00 on August 12, 2014. No move in condition inspection report was completed and signed by the Landlord and Tenants, but the Tenant said they completed a report and an addendum of items to be repaired on September 6, 2014. The Tenants said they sent both the report and addendum to the Landlord by registered mail.

The Tenants said they have requested the Landlord repair a number of items in the rental unit starting with a formal written request on September 6, 2014. The Tenants continued to say that the Landlord has sent a contractor to the unit but the requested repairs have not been done to date. The Tenants said they are requesting the bedroom window be repaired so the window opens and can be secured when closed. As well the Tenants said the vanity bathroom lights are not working and the light switch in the bathroom is loose. Further the Tenants are requesting the powder room door be replaced as it is damaged and does not close properly and the shower head faucet be secured as it is loose. For these repairs that have not been done the Tenants are requesting \$450.00 in compensation for the partial loss of use of these items and for the inconvenience of the items not working.

In addition the Tenants said the ice maker in the frig is not working and they are requesting \$136.37 in compensation for having to purchase ice since the start of the tenancy.

The Landlord said she is aware of the Tenants requests and she sent a contractor to the rental unit to inspect and repair the items that concerned the Tenants. The Landlord said she has included a letter from the contractor with his results and recommendations. The Landlord continued to say she has tried to fix the window but has been unable to get a window repair contractor and parts as of yet, the powder room door is on order, the contractor said that new light bulbs would repair the bathroom issue and the shower head is not leaking so it is not an issue. As well the Landlord said the ice maker in the frig did not work at the start of the tenancy and she is not responsible to fixed it now. The Landlord said the tenancy agreement is for a frig not a frig and ice maker.

The Landlord continued to say she is trying to get these things repaired it is just taking time to do so.

The Landlord also pointed out that the Tenants area calculation of the powder room is incorrect so their monetary claim which is based on square feet is incorrect as well. The Tenant agreed his calculations are incorrect and he was unable to give the corrected calculations at the hearing.

In closing the Landlord said she is concerned that the Tenants are going to continue to make these kinds of claims and there is no basis for their claims as this is a rental townhouse and it is not in perfect condition. The Landlord said that the Tenants did not complain about repairs when they signed the tenancy agreement and moved in. The Landlord made an offer to the Tenants to move out and the Tenants said they want to continue with the tenancy agreement to the end of the fixed term and then continue on a month to month basis.

The Tenants said in closing that there are items that need to be repaired and their tenancy has been devalued because the items are not repaired. The Tenant said they have complied with the Act and are requesting compensation for the limited use of part of their rental unit and for the inconvenience caused by the Landlord not repairing the items requested to be repaired.

Analysis

Section 23 of the Act says a landlord and tenant must do a move in condition inspection report and sign it to establish the condition of the unit and to identify any items that need to be repaired at the start of the tenancy. As this was not done by the Landlord and the Tenants; there is no evidence that the Landlord and the Tenant agreed on the condition of the rental unit and if there was any repairs to be done. The Tenant submitted a condition inspection report addendum that requested repairs to a number of items, but no actual move in condition inspection report was submitted. The Tenants said the addendum condition report was sent to the Landlord on September 6, 2014 by registered mail and the Tenants said the Landlord acknowledged their request by text message. I accept the Tenants addendum condition report as evidence that the Landlord knew about the items to be repaired and the Tenants' request to repair the items. Consequently I order the Landlord to have the bedroom window repaired, the powder room door replace and the lights in the bathroom repaired by February 1, 2015. If these items are not repaired by that time I order the Tenants to reduce their rent payment by \$100.00 each month starting March 1, 2015, until all these items are repaired to both parties satisfaction.

Further I accept the Tenants evidence and testimony that their tenancy has been devalued because there are items in the rental unit were broke or did not work. The Tenants did have use of the bedroom and bathroom therefore it is only a partial devaluation. Consequently I find the Tenants are entitled to compensation, but their calculation of \$450.00 is in error and no corrections were available during the hearing, so I award the Tenants \$225.00 as full compensation for the partial loss of use and the inconvenience of the broken items in the rental unit identified in the Tenants application.

With respect to the Tenants claim for \$136.37 for replacement ice purchases I accept the Landlords testimony that the tenancy agreement included a refrigerator but does not make provisions for an ice maker. Consequently I dismiss the Tenants claim for \$136.37 for ice purchases without leave to reapply.

Further the Landlord has had a contractor inspect the shower head in the rental unit and the contractor stated it is not an issue therefore I accept this evidence and I dismiss the Tenants' claim for the shower head to be repaired.

As the Tenant has been partially successful in this matter I Order the Tenant to recover the \$50.00 filing fee from the Landlord. The Tenant is ordered to reduce their next rent payment by \$225.00 for loss and inconvenience of broken items and by \$50.00 for the Tenants to recover the filing fee for this proceeding. The next rent payment will be $\$1,600.00 - \$275.00 = \$1,325.00$ as a onetime rent reduction.

Conclusion

I Order a onetime rent reduction of the Tenants' next rent payment by \$275.00.

I order an additional reduction of rent of \$50.00 for each month starting March 1, 2015, if the bedroom window, the powder room door and the bathroom lights are not repaired.

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: December 23, 2014

Residential Tenancy Branch

