



# 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 matter dealt with an application by the Tenant for compensation from the Landlord for damage or loss under the Act, regulation 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, to recover the filing fee for this proceeding and for the Landlord to comply with the Act.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on November 24, 2014. Based on the evidence of the Tenant, 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 represented.

### Issues(s) to be Decided

1. Is there damage or loss to the Tenant and if so how much?
2. Is the Tenant entitled to compensation for damage or loss and if so how much?
3. Is the Tenant entitled to compensation for repairs that are needed to be completed or completed and if so how much?
4. Is the Tenant entitled to a rent reduction?
5. Has the Landlord complied with the Act?

### Background and Evidence

This tenancy started on April 1, 2013 as a fixed term tenancy for one year and then continued on a month to month basis. Rent is \$1,450.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$725.00 at the start of the tenancy. No move in condition inspection report was completed and signed when the tenancy started.

The Tenant said there was a previous hearing with respect to this tenancy and a decision and orders were issued on October 20, 2014. That decision said the Landlord was to repair the electrical issues in the unit no later than November 30, 2014, repair the roof over the deck by November 15, 2014 and paint the ceiling by November 15, 2014. The Decision indicates that if the Landlord does not comply with these orders the Tenants are at leave to apply for compensation and a rent reduction.

The Tenant said that the repairs have not been completed and now they are applying for the following compensation and rent reduction until the repairs are completed. The Tenants said they are applying for the following:

1. Loss of use of the deck due to leaking roof (\$50.00/ month for 14 months)	\$ 700.00
2. Living with damaged ceilings for 1.5 years (ceilings have not been painted after leaky roof)	\$ 200.00
3. Electrical issues that have not been repaired	\$ 500.00
4. Two days of loss wages to deal with leaking roof (16 hours of wages @ \$45.00/hour)	\$ 720.00
5. Clean up from roof leak	<u>\$ 100.00</u>
TOTAL	<u>\$2,220.00</u>

In addition the Tenants said the gas fireplace in the rental unit stopped working on October 8, 2014 and has not been repaired to date. The Tenant requested the Landlord be ordered to repair the fireplace and for a rent reduction while the repairs are being completed. The Tenants said this is a special feature of the unit and is the heat source they prefer to use.

Further the Tenant explained the leaky roof over the deck reduces the usability of the deck for personal use and for storage or having furniture on the deck as it leaks. The Tenant said there are at least 6 areas that have leaks.

The Landlord's agent said the Landlord has sent a roofing company over and they trapped the deck roof, but the company told the Landlord the roof should be fixed in the spring because the roofing materials are difficult to work with in cold weather. The Landlord's agent said the roof will be fixed by April, 2015.

The Tenants said the painter the Landlord sent over was not a professional painter but a realtor and he wanted to paint the ceilings in the evenings after his regular work hours. The Tenants said this was not reasonable and the Painter and the Tenants could not agree on a time to do the painting. The Tenants said the ceilings are not painted to date.

The Landlord's agent said the Landlord made arrangements to get the ceilings painted and the Tenants did not co-operate so the Landlord does not feel responsible for the work not being done. The Landlord's agent said the Landlord will hire a painter to complete the work and the Landlord's agent requested the Tenants to help in finding a suitable time to get the work done.

The Tenants said they received the electrical report and some electrical repairs have been done but they are still having electrical issues. The Tenant said lights are blowing out and the electrical panel is buzzing. The Landlord's agent said the Landlord hired a reputable electrical company to do the work and the Landlord believed the repairs had been completed and the unit was electrically inspected as safe.

The Tenants continued to say that the Landlord had previously paid him \$45.00/hour to do work on the rental unit and this is the wage he charges at his work. Therefore the Tenant said he is charging the Landlord \$45.00/hour for 16 hours of the Tenant's work for time spent on the rental unit when the roof of the house leaked in June, 2013. The Tenant said this work was done after

he had notified the Landlord of the leak and prior to and during the time the repair men were at the rental unit. The Tenant said he works for himself so he could not provide employment records to support his testimony. The Tenant continued to say the additional \$100.00 claim is for his wife cleaning up the mess made by the leaky roof and part of the ceiling falling on the floor. The Landlord's agent said he had no knowledge of this part of the application.

In closing the Landlord's agent said the Landlord has made efforts to comply with the orders of the previous decision and has made some repairs to the rental unit and the Landlord is committed to completing the repairs by April, 2015.

The Tenant said in closing that the Landlord has not completed the repairs as he was ordered to and the value of their tenancy has been reduced; therefore the Tenants are requesting compensation and a rent reduction while repairs are completed.

### Analysis

I have reviewed the evidence submitted for the hearing, the testimony given at the hearing and I have reviewed late evidence packages submitted by both the Landlord and the Tenants. As well I have reviewed the previous decision issued on October 20, 2014. It is apparent that the Landlord has made some efforts to correct the issues in the rental unit. The Landlord has hired an electrical company that have indicated the unit is safe and they repaired some plugs. The Tenants said they are still having electrical issues as light blow and the panel box buzzes. Further the Landlord's agent said the leaky deck roof will not be repaired until April, 2015 and both parties agree the ceilings have not been painted. The Landlord's agent said the roof cannot be repaired in the winter, it was the Tenants non co-operation that stopped the painting and the electrical work has been done. The Tenants said the work has not been completed as order in the previous decision.

From the evidence I find the Landlord has not complied with the Order of the previous decision as the repairs are not completed and the explanations that the Landlord's agent has given have some merit but are not reason enough to delay the repairs further than the order states which was November 15 and November 30, 2014. Roofs are repaired in the winter, painters can be hired to paint in regular business hours and electrical companies can check to make sure all issues are dealt with. Consequently I find the Landlord has not complied with the previous Decision and Orders and as such the Landlord has not complied with the Act.

### **Liability for not complying with this Act or a tenancy agreement**

**Section 7** of the Act says (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that result.

Further: Section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant.

Due to the Landlords non-compliance with the Act I find for the Tenants and I order the following:

1. The Tenants will have a onetime rent reduction of \$820.00 for time the Tenants worked on the repairs and cleanup of the leaky house roof issue from June 2013.
2. I order the Tenants to reduce rent while the additional repairs are being made in the amount of \$200.00 per month for the following items. The deck roof will reduce the rent by \$100.00 per month as the both parties agreed the deck is an important feature of this rental unit and is approximately  $\frac{1}{4}$  of the squared footage of the unit. As well the unpainted ceilings will contribute a rent reduction of \$50.00 per month until painted as I accept the Tenants testimony that the damaged ceiling is unacceptable. Further until the electrical issues have been resolved and signed off by the Tenants I order a rent reduction of and additional \$50.00 per month. The total rent reduction for these repair items is \$200.00 per month until the items are repaired and when the items are repaired the associated rent reduction for each item can be put back into the rent.
3. As the Landlord has only been advised of the gas fire place malfunction in October, 2014 and the Landlord has made efforts to repair it I order that if the fireplace is not repaired by January 31, 2015, the Tenants are order to further reduce the rent by an additional \$100.00 per month as this is a heating source for the rental unit and the Tenants said is a special feature of the rental unit.

As the Tenants have been successful in this matter I Order the Tenant to recover the \$50.00 filing fee from the Landlord. The Tenants are ordered to reduce the January 2015 rent by an additional \$50.00, to recover the filing fee for this proceeding from the Landlord.

### Conclusion

I Order a onetime rent reduction of the Tenant's January, 2015 rent by \$820.00 for the Tenants' labour and for \$50.00 for the filing fee for this proceeding.

I Order an additional reduction of rent of \$200.00/ month starting January 1, 2015 for the items to be repaired; the deck roof, painting the ceiling and the electrical issues. These rent reduction can be removed when both parties agree the items have been repaired.

I order a further rent reduction starting in February, 2015 of \$100.00/month if the gas fireplace is not repaired by January 31, 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: December 17, 2014

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Residential Tenancy Branch

