



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, RR, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / permission to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The subject rental property comprises a house situated on 2.3 acres, and "an open barn and fenced yard for horses." In his application the tenant has set out a range of miscellaneous concerns related to the condition of the unit itself, the barn and the surrounding property. The tenant alleges that the landlord has been slow to address some of the concerns which have been brought to his attention. During the hearing the tenant testified that matters of concern identified within the house have generally been remedied, but he remains upset with certain other conditions.

Pursuant to a written tenancy agreement, the term of tenancy is from October 01, 2013 to September 30, 2016. Monthly rent is due and payable in advance on the first day of each month. An addendum to the tenancy agreement provides that monthly rent for the first year of tenancy is \$1,600.00, and that it becomes \$1,800.00 in the second and third years of the tenancy. Despite the foregoing, the amount of rent presently being paid is \$1,600.00, and the landlord testified that it will be increased to \$1,800.00 effective January 01, 2014. In the result, as compensation for some of the tenant's concerns, the landlord notes that the tenant has already received a reduction in rent for 2014 in the total amount of \$600.00 (\$200.00 for each of the months of October, November & December). A security deposit of \$800.00 was collected. It is understood that the

tenant may not have been provided with a copy of the tenancy agreement. There is no move-in condition inspection report in evidence.

Based on the documentary evidence and testimony, the broad aspects of the tenant's concerns and my related findings are set out below. Going forward, the parties are encouraged to continue to attempt to successfully resolve issues directly between them.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.gov.bc.ca/landlordtenant

Section 13 of the Act speaks to **Requirements for tenancy agreements**, and provides in part:

13(3) Within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement.

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, in part:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(5) A landlord's obligations under subsection (1)(a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Inside the unit

I find that many, if not all of the tenant's concerns have already been addressed by the landlord. To reiterate, the tenant testified that he is generally satisfied with repairs that have been made on the inside of the unit. Again, I note that a \$200.00 increase in rent that was to be effective October 01, 2014 was waived by the landlord, apparently in

consideration of some of the tenant's concerns about deficiencies and the need for various repairs. Despite this, the landlord confirmed that rent will increase from \$1,600.00 to \$1,800.00 effective January 01, 2015.

As to the carpets, in his written submission the tenant claims that "carpets not cleaned as was originally told." In his written submission the landlord acknowledges that while there was a verbal agreement that the landlord would clean the carpets, this was not done because of a concern that the tenant's dog would dirty them.

Residential Tenancy Policy Guideline # 1 speaks to "Landlord & Tenant – Responsibility for Residential Premises." The particular attention of the parties is drawn to the heading – CARPETS. Following from the foregoing, the landlord is hereby **ORDERED** to have the carpets professionally steam cleaned or shampooed by not later than **January 31, 2015**. The parties are informed, however, that this does not relieve the tenant from his responsibility for subsequent cleaning of the carpets during the tenancy and at the end of the tenancy as set out in detail in the subject Guideline.

Electrical plug outlets

There are conflicting views around the cause of warm electrical plug outlets, and it is not entirely clear whether the outlets at issue are located within and / or outside of the unit. In any event, I am satisfied that there is some doubt that the condition of the electrical plug outlets complies with the "safety and housing standards required by law." Accordingly, the landlord is hereby **ORDERED** to have all electrical plug outlets inspected by a qualified electrician by not later than **January 31, 2015**.

Sundeck / carport

The landlord acknowledges that the sundeck has no railing, and he indicates that it "will be repaired [in the] summer of 2015." The tenant claims that there are also places where water leaks through the sundeck into the carport.

Arising from the above, I find that the tenant has established entitlement to compensation limited to \$50.00 per month for each of the 6 months from January to June 2015 (**total: \$300.00**).

The landlord is hereby **ORDERED** to have the sundeck railing installed by not later than **June 30, 2015**. The landlord is also hereby **ORDERED** to inspect the alleged leaks and complete any necessary repairs by not later than **June 30, 2015**.

Outside the unit, the barn and the surrounding land

As to the condition of the outside of the unit (including the front steps and the concrete in the carport), the barn and the surrounding land, I find there is insufficient evidence that they are in a state of decoration and repair that falls short of complying with “the health, safety and housing standards required by law.” Additionally, the tenant has provided no receipts to support his \$700.00 claim for the cost of pellets purchased for the barn floor in response to allegedly inadequate drainage. These aspects of the application is therefore dismissed.

\$50.00: *filing fee*

As the tenant has achieved a measure of success with his application, I find that he has established entitlement to recovery of the full filing fee.

Conclusion

Certain **ORDERS** have been issued against the landlord, as above.

Further, the landlord is hereby **ORDERED** to provide the tenant with a copy of the written tenancy agreement and addendum if, indeed, a copy of both has not already been provided.

I hereby **ORDER** that the tenant recover the \$300.00 compensation arising from the missing sundeck rail, and the \$50.00 filing fee (**total: \$350.00**) by way of withholding that amount from the regular payment of monthly rent due on **February 01, 2015**.

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 24, 2014

Residential Tenancy Branch

