



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Goodrich Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNDC; OLC; ERP; RP; RR; FF

### **Introduction**

This is the Tenant's Application for Dispute Resolution seeking compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Landlords comply with the regulation or tenancy agreement; an Order that the Landlords make regular and emergency repairs to the rental unit; a rent reduction; and to recover the cost of the filing fee from the Landlords.

This matter was convened on January 21, 2015, and adjourned. An Interim Decision was rendered on January 26, 2014, which should be read in conjunction with this Decision.

It was determined at the reconvened Hearing that the Tenant served the Landlord with copies of the photographs which were provided to the Residential Tenancy Branch.

### **Issues to be Decided**

Is the Tenant entitled to compensation in the equivalent to one month's rent, a rent reduction, and an Order that the Landlord comply with Section 32 of the Act make repairs to the rental unit?

### **Background and Evidence**

A copy of the tenancy agreement was provided in evidence. The tenancy agreement is a one year fixed term lease, beginning December 1, 2014 and ending November 30, 2015. Monthly rent is \$975.00, due on the first day of each month. Utilities are included in the rent. The Tenant paid a security deposit in the amount of \$487.50 on November 3, 2014.

The parties met for a condition inspection at the beginning of the tenancy. The Landlord's agent advised the Tenant that if there were repairs to be done which were not apparent at the inspection, the Tenant could give her a list and she would address it. The Tenant gave the following testimony:

The Tenant stated that he began slowly moving in on or about December 5, 2014, and completed his move-in on December 27, 2014. The Tenant testified that he compiled a list of "deficiencies" and provided it to the Landlord's agent on December 14, 2014. He stated that in addition to the repairs, the rental unit was not clean when he moved in and therefore he had to do the cleaning himself. The Tenant asked for compensated for his labour, or that he be excused from having to clean the rental unit at the end of the tenancy.

The Tenant stated that he is cold all the time in the rental unit, which is the basement suite of a four-plex. He stated that heat is included in the rent, but that he cannot regulate it because the thermostat is in the upstairs suite. The Tenant stated that the highest indoor temperature he has had since he moved in was 18 degrees C. The Tenant testified that has been using an electric heater to supplement the heat.

The Tenant stated that he is an electrician and that he is alarmed by an unsafe electrical connection for the hood above the stove in the rental unit. The Tenant seeks an Order that this be fixed "to code".

The Tenant stated that the blinds in the rental unit are filthy, do not work properly, and that they should all be replaced.

The Tenant testified that there is a hole in the master bedroom closet and one behind the living room door where the door handle has banged into the wall. The Tenant requests a doorstop for the living room door and that the Landlord repair both holes.

The Tenant stated that the front door sticks and that he cut himself badly on some sharp metal edges close to the door handle while trying to open the door. The Tenant testified that the door cannot be shut without slamming it.

The Tenant testified that there is no light source outside his door. He stated that there is a motion sensor on the upstairs occupant's door, but that it doesn't work properly. The Tenant stated that this is a safety issue.

The Tenant stated that there is a fireplace in the rental unit, which he acknowledges is not for use and is decorative only. The Tenant stated that the inside of the fireplace is an eyesore and that the chimney is not sealed properly. The Tenant acknowledged removing the wooden structure which capped the chimney because it was "ugly".

The Tenant stated that the concrete floor of the storage area is damp and needs repair.

The Landlord's agent DL gave the following testimony:

DL stated that the Landlord installed new windows, kitchen shelving and a door for the unit's storage area at the end of November, 2014. She stated that the Landlord also had some articles removed from inside the storage room and cleaned the floor and walls.

DL stated that after the Tenant moved in, the Landlord also repaired a ceiling light and checked the electrical panel. A copy of a receipt for this work was also provided in evidence. DL submitted that the rental property is an older building but that the electrical panel is safe. She stated that her electrician went back to the rental unit a second time to inspect the panel and that he told her it was safe.

DL stated that the rental unit may feel cooler in the winter months because it is the lower suite. She stated that the Tenant is welcome to use electric heaters to supplement the heat in the winter; but that if the upstairs occupant turned up the thermostat to accommodate the Tenant, their living quarters would be uncomfortably warm.

DL testified that there are two storage areas for the rental unit: one is outside under the stairs and meant for cold storage; and the other is inside the rental unit. She stated that the outside storage area will always be cool and damp because it is uninsulated.

DL testified that the fireplace was capped in order to prevent its use and is meant to be ornamental only. She stated that past occupants have placed decorative items in front of the fireplace. DL testified that she told the Tenant this when he first viewed the rental unit.

DL testified that the blinds were not dirty, but stained. She stated that they were in working order.

DL agreed to repair the holes in the walls that the Tenant has identified.

DL stated that there was no "visible dirt" in the rental unit at the beginning of the tenancy, but acknowledged that there may have been some items or dirt left behind in the dryer closet.

DL testified that the front door is wooden and that it sometimes sticks when it is damp. She stated that she has never had any trouble opening the door, and has not noticed any sharp edges around the door handle. DL stated that the previous occupant and the contractor did not report any issues with the front door.

DL submitted that the Tenant was rude and demeaning in his language towards her and that he was unreasonable in his requests for repairs. DL submitted that the rental property is an older home and therefore the rent is lower to reflect that fact.

### **Analysis**

It is important to note that during the course of the Hearing on January 21 and March 6, 2015, the Tenant was frustrated and disrespectful to the Landlord and to me.

I confirmed with the Tenant that he has a secondary heat source and that therefore his request for repairs to his heat source were not “emergency repairs” as defined by the Act. However, based on the testimony of both parties, I find that the Tenant does not have sufficient heat without supplementary electric heaters and **I Order that the Landlord provide the Tenant with two electric heaters by May 11, 2015.** These heaters must remain with the rental property at the end of the tenancy.

DL stated that she was advised by her electrician that the electrical panel was safe. However, the Landlord did not provide documentary evidence from a qualified electrician to confirm this. **I Order that the Landlord hire a qualified electrician to certify the safety of the electrical wiring in the rental unit and to provide the Tenant with written certification that the wiring is safe. I Order that the Landlord provide this certification to the Tenant by May 11, 2015.**

Based on the photographs provided by the Tenant, I find that the rental unit was in need of some cleaning when the Tenant took possession. Pursuant to the provisions of Section 67 of the Act, I find that the Tenant is entitled to compensation for his labour costs, calculated as follows:

3 hours of cleaning @\$20.00 per hour	<b>\$60.00</b>
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**The Tenant will be expected to comply with Section 37 at the end of the tenancy.**

In order to be compensated under Section 67 of the Act, the Tenant must provide sufficient evidence to support his claims. DL disputed that the blinds were not working properly. I find that the Tenant did not provide sufficient evidence that the blinds are not operational and this part of his application is **dismissed**.

DL consented to repair the holes in the walls. **I Order the Landlord to repair the two holes in the walls which were identified by the Tenant. I Order that these repairs**

**be completed by May 11, 2015.** I note that the Landlord might wish to consider providing a door stop for the front door in order to protect its property, but I make no Order with respect to this.

Section 32 of the Act requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with health, safety and housing standards required by law, and having regard to the age, character and location, makes it suitable for occupation by a tenant.

I accept the Tenant's testimony and documentary evidence with respect to the front door. DL acknowledged that the door swells in humid weather. **I Order that the door be planed and weather-stripping be applied, or otherwise repaired, so that it opens and closes easily no matter the season. I Order that this be done by May 11, 2015.**

I find that an outside light source at the Tenant's front door is a matter of safety. Further to the provisions of Section 32 of the Act, **I Order that the Landlord provide the Tenant with a light source outside his front door by May 11, 2015.** This could include a motion sensor with a timer which is installed on the upstairs occupant's suite and which illuminates the Tenant's front door.

I accept DL's submissions with respect to the fireplace. The Tenant did not dispute that the rental unit is an older building. **I dismiss the Tenant's application with respect to cosmetic repairs to the fireplace.** Likewise, **I dismiss the Tenant's application with respect to the outdoor storage area.**

Section 65(1)(f) of the Act allows me to reduce past or future rent by an amount that is equivalent to a reduction in the value of a tenancy agreement. The Tenant's application seeks compensation in the amount of \$975.00 for loss of use of the rental unit. The Tenant had use of the rental unit for the month of December, 2014, and I find that he did not provide sufficient evidence that his tenancy was devalued. I have awarded the Tenant compensation for cleaning and made other Orders with respect to the remainder of his claim for repairs. **The Tenant is at liberty to apply for rent reduction if the Landlord does not comply with the above repair Orders by May 11, 2015.**

The Tenant has been partially successful in his Application and I find that he is entitled to recover the cost of the **\$50.00** filing fee.

Total monetary award for Tenant

The Tenant has established a total monetary award in the amount of **\$110.00**. Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct his monetary award from future rent due to the Landlord.

**Conclusion**

**I Order** the Landlord to do the following things **by May 11, 2015**:

- provide the Tenant with two electric heaters;
- hire a qualified electrician to certify the safety of the electrical wiring in the rental unit and to provide the Tenant with written certification that the wiring is safe;
- repair the two holes in the walls which were identified by the Tenant;
- have the front door planed and weather-stripping be applied, or otherwise repaired, so that it opens and closes easily;
- provide the Tenant with a light source outside his front door.

**Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct \$110.00 from future rent due to the Landlord.**

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: March 30, 2015

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Residential Tenancy Branch

