



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC ERP RP RR

Introduction

This hearing dealt with the tenants' application for orders for repairs, a reduction in rent and monetary compensation. The tenants and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue – Previous Decision and Orders

A decision was issued in August 29, 2014 pursuant to the tenants' application for orders for repairs, a reduction in rent and monetary compensation. In that decision, the arbitrator ordered the landlord to carry out several repairs in the rental unit and granted the tenants monetary compensation and a rent reduction of \$150 per month until such time as the ordered repairs were completed to the tenants' satisfaction.

In this hearing, the tenants stated that not all of the previously-ordered repairs had been completed. I informed the tenants that they therefore would be entitled to continue to deduct \$150 from their rent until they were satisfied that those ordered repairs were completed. I informed the parties that I could not address in this hearing any issues that were raised and determined in their previous application.

Issue(s) to be Decided

Should I order the landlord to carry out further repairs?

Are the tenants entitled to a reduction in rent and monetary compensation?

Background and Evidence

The tenancy began on April 1, 2014. The rental unit is an apartment in a multi-unit building. The original rent was \$850. At the time of this hearing the tenants were entitled to deduct \$150 per month until the completion of repairs ordered in a decision dated August 29, 2014.

The tenants detailed the following outstanding issues in the rental unit:

- 1) heaters – the heaters are still not functioning properly, and they are now emitting an odour that causes the tenants to feel ill;
- 2) kitchen counters – the kitchen counters are falling apart;
- 3) stove fan – the fan is being held on with duct tape, and as a result it causes items in the cupboard above the fan to get hot and melt;
- 4) kitchen cupboards – when the tenants attempted to clean the cupboards the paint came off, revealing tape, hair and “boogers” underneath
- 5) fridge – the fridge motor keeps stopping, and the freezer “won’t even freeze waffles”;
- 6) hole in living room wall – there used to be a phone jack in the wall, and now there is an open hole;
- 7) baseboards – several baseboards are missing and others are coming off the walls;
- 8) lighting – there are no fixtures on the lights, only bare bulbs, and the lights are all flickering; and
- 9) flooring – some pieces of flooring are missing, and other areas of flooring are bucking up.

The tenants requested monetary compensation and a reduction in rent to reduce their rent to half.

The landlord’s agent conceded that the rental unit does require repairs. He also stated, however, that some of the issues that the tenants have identified, such as the flooring buckling up, have resulted from the age of the building and how it has “settled.” The agent stated that the loose boards and cracks in the floor can be filled in.

Analysis

Section 32 of the Act requires a landlord to provide and maintain the rental unit 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. I find, based on the evidence, that the landlord has failed to comply with section 32 of the Act, and I make repair orders as follows:

- 1) heaters – the landlord must fully repair the heating in the rental unit in such a manner that the temperature is properly adjustable and no odours are emitted;
- 2) kitchen counters – the landlord must replace the kitchen counters where they are deteriorating, and in doing so may need to reinstall or replace the kitchen sink;
- 3) stove fan – the landlord must repair the stove fan and installation so that it operates correctly;
- 4) kitchen cupboards – the landlord must remedy the interior condition of the cupboards to meet health and safety standards;
- 5) fridge – the landlord must repair or replace the fridge with a fully functional fridge, including the freezer;
- 6) hole in living room wall – the landlord must properly repair the hole in the wall;
- 7) baseboards – the landlord must ensure that the baseboards and trim meet with health and safety standards;
- 8) lighting – the landlord must ensure that the lighting meets with health and safety standards; and
- 9) flooring – the landlord must replace missing floorboards and fill in any cracks that present a health or safety risk.

I order the landlord to complete these repairs by July 31, 2015.

It appears that some of these issues were in existence either at the time the tenancy began or when the tenants made their first application for repairs and compensation; other issues may have developed since that time. I therefore find it appropriate to grant the tenants a reduction in rent of \$275 per month, commencing in April 2015, the month that the tenants made this application. I note that these orders for repairs and rent reduction of \$275 per month are separate from the previously-ordered repairs and rent reduction of \$150.

If the landlord does not complete these repairs by July 31, 2015, the tenants may continue to deduct \$275 from their monthly rent until such time as the above-ordered repair work has been completed to the tenants' satisfaction.

Conclusion

The tenants are entitled to monetary compensation of \$825, representing a retroactive rent reduction of \$275 per month for the months of April, May and June 2015. The tenants may also deduct \$275 from their rent for July 2015 if the landlord has not completed the above-ordered repairs by June 30, 2015. The tenants may deduct these amounts from their upcoming months' rent, until such time as the repairs are completed.

These orders for repairs and rent reduction of \$275 per month are separate from the previously-ordered repairs and rent reduction of \$150.

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: June 5, 2015

Residential Tenancy Branch

