



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, RR

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking an order to have the landlord complete repairs and to reduce rent. The hearing was conducted via teleconference and was attended by both tenants and their advocate.

The tenants testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on June 18, 2015 in accordance with Section 89 and that this service was witnessed by a third party. Based on the testimony of the tenants, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to an order requiring the landlord to complete repairs and to a rent reduction, pursuant to Sections 32 and 65 of the *Act*.

Background and Evidence

The tenants submit that the tenancy began on July 1, 2011 for a current monthly rent of \$450.00 due on the 1st of each month with a security deposit of \$225.00 paid.

The tenants submitted into evidence a copy of handwritten letter from them to the landlord dated June 3, 2015 asking the landlord to make the following repairs:

- Repairs to the unsafe porch that has rotted away due to weather;
- Door jamb is broken; cold winter; huge gap; and
- Door knob difficult to open with key.

While the tenants were originally seeking to have the landlord make repairs to the porch and the front door they testified the landlord has made repairs to the front porch and currently they no longer require an order for this repair.

However, the landlord has failed to repair the door. The tenants have submitted photographs of the condition of the door; locks; and door frame. The tenants stated that the door has been in this condition since the start of the tenancy and that they have repeatedly requested repairs.

Analysis

Section 32(1) of the *Act* requires the landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety, and housing standards required by law and having regard to the age, character and location of the rental unit make it suitable for occupation by a tenant.

Based on the photographic evidence and the tenant's undisputed testimony, I find the landlord has failed to fulfil his obligations in regard to the door of the rental unit. As such, I order the landlord replace the door frame; door jamb; the door; the door knob and locks and all weather-stripping around the door, no later than September 11, 2015.

Section 65(1)(f) of the *Act* states that if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

While I have determined that the landlord has failed in his obligation to repair the door of the rental unit, I am not satisfied, based on the evidence provided, that the tenants have requested repairs other than the June 3, 2015 letter.

Conclusion

Based on the above, I dismiss the portion of the tenants' Application for Dispute Resolution seeking a rent reduction, at this time. However, I note the tenants remain at liberty to seek compensation or a future rent reduction should the landlord fail to comply with the above orders to repair the door.

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: August 17, 2015

Residential Tenancy Branch

