



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF, LRE, MNDC OLC, PSF, RP, RR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for emergency repairs
- b. A repair order
- c. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- d. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the respondent by mailing, by registered mail to where the landlord carries on business on June 15, 2016. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs or emergency repairs?
- b. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on April 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$889 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

The tenant testified as to a number of problems with the rental unit including:

- The front window has dry rot and needs to be replaced. The landlord attempted to patch it while he was away on holidays but the repairs are inadequate.
- The tenant has experienced significant problems with second hand cigarette smoke affecting his enjoyment of the rental unit. He seeks an order that the landlord weather proof the back door and back outside walls to prevent drafts and the ingress of cigarette smoke.
- The tenant testified there is a problem with black mould on the windows in the master bedroom, the window in the 2<sup>nd</sup> bedroom and the two windows in the 3<sup>rd</sup> bedroom and seeks an order that those windows be cleaned or replaced.
- The window that opens in the master bedroom needs to be replaced (frame and window)
- There is a gap in the other window in the master bedroom that needs to be filled.

### Application for a Repair Order

Based on the evidence presented I determined there are significant repairs issues with the rental unit and I ordered the landlord to do the following:

- a. Replace the front room window and frame including the removal of the dry rot.
- b. Weather proof the back door and back outside wall to prevent the ingress of drafts and cigarette smoke.
- c. Clean the black mould or replace the windows containing the black mould in the master bedroom, the 2<sup>nd</sup> bedroom and the two windows in the 3<sup>rd</sup> bedroom.
- d. Replace the frame and window in the master bedroom that opens.
- e. Fill the gap in the window in the master bedroom.

I further order that the repairs be complete by August 31, 2016.

### Reduction of Rent

I further ordered that if the landlord fails to complete the repairs as provided above the rent shall be reduced by \$200 per month commencing September 1, 2016 and on the first day of each month thereafter until all of the repairs are completed.

Conclusion

I issued a repair order and ordered that if the repairs are not completed by August 31, 2016 the rent shall be reduced by \$200 per month commencing September 1, 2016 and on the first day of each month thereafter until all of the repairs are completed. I further ordered that the landlord pay to the Tenant the sum of \$100 for the cost of the filing fee such sum may be deducted from future rent.

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: July 18, 2016

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Residential Tenancy Branch