



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC RP RR FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an order to the landlord to make repairs to the rental unit pursuant to section 33; an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; a monetary order as compensation for a lack of quiet enjoyment pursuant to section 28; and authorization to recover the filing fee for this application from the landlord pursuant to section 72

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing.

### Issue(s) to be Decided

Is the tenant entitled to an order to the landlord to make repairs to the rental unit?  
Is the tenant entitled to an order to allowing him to reduce rent for repairs?  
Is the tenant entitled to a monetary order as compensation for a lack of quiet enjoyment? Is the tenant entitled to recover his filing fee for this application?

### Background and Evidence

This tenancy began February 13, 2016 with a rental amount of \$1650.00 payable on the first of each month. The tenant continues to reside in the rental unit and the landlord continues to hold the tenant's \$825.00 security deposit paid February 13, 2016 at the outset of his tenancy. The tenant claims that the landlord has failed to provide necessary repairs and that he should be compensated by a rent reduction in the amount of \$720.00 for each month of his tenancy.

The tenant applied for a monetary award seeking a reduction in rent of 40% per month for the months of February 2016 to the date of this decision (a total of 8 months). The tenant submitted photographic evidence, showing a crack in a ceramic floor tile, a sink with water around it, a stove with a mark on its façade and approximately six patched nail holes in the wall claiming that the rental unit was in a state of disrepair when he moved in to the rental unit. The tenant testified that the rental unit was “unliveable”.

The tenant testified that, as of the date of this hearing, most of the repairs he had requested have been completed including carpet cleaning, blind replacement, repair of a faucet and repair of appliances. However, he testified that there remains a crack in the floor tile within the rental unit and a loose floor board. The tenant testified that the floors are the main remaining concern within his rental unit. He testified that, while the repairs listed above were completed by the landlord between February 15 2016 and March 15 2016, the flooring issues have not been addressed by the landlord. The tenant claims that the lack of resolution of the flooring issues as well as the repairs to be completed at the outset of his tenancy have led to a lack of quiet enjoyment as a result in the reduction of his use of his entire rental unit.

The landlord testified that he has responded to each request by the tenant for repairs in a timely manner. The landlord submitted copies of several receipts dated January 2016 and February 2016 indicating the steps taken to repair the unit to the satisfaction of the tenant. The receipts included but were not limited to; a bathroom tub repair; a full unit clean; moving furniture; shampooing the carpets; replacing a toilet seat; repairing a kitchen faucet; cleaning the balcony of the rental unit; replacing a handle on the refrigerator; and installing blinds in the rental unit.

The landlord testified that the unit was originally rented partially furnished but, over the course of the tenancy, the tenant asked for certain items to be removed. The landlord testified (providing invoices to support his testimony) that he incurred the cost to remove the items from the unit and, when he did so, the tenant complained about the state of the floors underneath where the items had been.

The landlord submitted a copy of the move-in condition inspection report. The report indicated that the unit was clean and not damaged but for a stain on the carpet, a cracked floor tile and furniture remaining in the unit at the agreement of the tenant. He testified that he wanted to ensure that the tenant would not be held responsible for these items on move-out. At this hearing, the landlord testified that the 15 plus year old apartment had been painted approximately 2 years ago. He also acknowledged that there was a crack in the tile but testified that it was a “hairline crack” near the wall that would not cause any difficulties for the tenant. The landlord provided undisputed sworn

testimony that the tenant's complaints regarding loose floorboards in the laminate flooring have been sufficiently addressed. He described the process used to ensure the floorboards remain in place.

The landlord did not dispute that the tenant made requests for repair and that some repairs were needed. However, he submitted that he took the necessary steps to complete those repairs in a reasonable time in accordance with the Act. He testified that he does not believe the tenant's quiet enjoyment of the rental unit was affected as the repairs were done in a timely fashion and the items the tenant now refers to are not problematic or in need of further repair. The landlord testified that he went beyond his obligation in removing furniture and replacing items in the rental unit to satisfy the tenant.

### Analysis

Section 32 of the *Act* provides the landlord and tenant obligations to repair and maintain the rental unit. The landlord's obligations are as follows;

- 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.

Any proven loss of use of a part of the property, services or facilities as originally provided within the residential tenancy agreement may, under section 27 and 32 of the *Act*, may result in a rent reduction that is equivalent to the reduction in the value of the tenancy agreement. In this case, I find that the tenant has not provided sufficient evidence, that the rental unit was unsuitable for occupation. I find the tenant has not provided sufficient evidence that the repairs needed and the completion of the repairs led to a loss of use of the amenities in a rental unit or a loss of the enjoyment of his rental unit. The evidence shows that the repair issues raised by the tenant are substantially resolved. The landlord's documentary evidence proves that all of the repairs were completely within approximately two weeks of the move-in condition inspection and the move in by the tenant.

I find that the landlord has submitted evidence (testimonial and documentary) to prove that he met his obligations under the Act to complete repairs at the request of the tenant and to ensure the health, safety and housing standards of the rental unit and

residential premises. As of the date of this hearing, the landlord has made substantial repairs and replaced items within the rental unit at the request of the tenant. I accept the landlord's testimony that some of these repairs or services went beyond his obligation as a landlord. Therefore, as per the obligations outlined in section 32 of the Act and Residential Tenancy Policy Guideline No. 1, I find that the landlord's obligation to take any and all reasonable steps to ensure that the repair is made in a timely manner has been met.

I also find that the tenant has presented sufficient evidence to support his claim that the crack in the floor tile and any other small imperfections within the rental unit affect the tenant's use of the rental unit or his quiet enjoyment of the unit. I accept the landlord's testimony, supported by the photographic evidence that the floor tile crack is a hairline crack and that the other imperfections in the rental unit do not cause inconvenience or interference with the use of the property.

As I find that the landlord's actions reflect sufficient efforts to address the repairs within in a reasonable time and with minimal disruption to the tenant, I find that the tenant is not entitled to a rent reduction or monetary order against the landlord. As the tenant has not been successful in his application, I find that he is not entitled to recover the filing fee for this application.

#### Conclusion

I dismiss the tenant's claim in its entirety without leave to reapply.

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: September 21, 2016

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Residential Tenancy Branch