



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes RP ERP RR OLC MNDC FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. The parties confirmed service of the respective evidence submissions on file.

Issue(s)

Are the tenants entitled to compensation in the form of a past/future rent reduction for electrical and roof repairs not completed and should the landlord be ordered to make such repairs?

Are the tenants responsible for the full hydro bills and utility bills including water and sewage?

Are the tenants entitled to recover the filing fee for this application?

Background and Evidence

The tenancy for this two bedroom rancher began on June 1, 2014. The current monthly rent is \$900.00 plus utilities payable on the 1st of each month. The tenants paid a security deposit of \$430.00 at the start of the tenancy.

Tenant H.R. testified on behalf of the tenants and submitted argument and evidence as follows:

Electric

- There is an issue with the main breaker as it keeps shutting off resulting in no electricity for the entire house.
- The landlord was first notified of this issue on January 26, 2017.
- The landlord has since sent a handyman and an electrician to look at the electrical panel but the problem has not yet been fixed. As per the electrician, the stove and dryer are connected together and heaters are connected to light switches etc.
- In the beginning, the main breaker was tripping all the time but the tenants have now learned to be “strategic” with the use of electric items to prevent it from tripping all the time.

Roof

- The landlord was first notified of a leaking roof in November 2015. There were leaks in both the bedroom and living room ceilings.
- Since that time the landlord has sent a handyman to do some patchwork and the tenants have themselves tarped the roof.
- In November 2016 the tenants again contacted the landlord to advise of a continued leak. The landlord didn't fix the leak so the tenants purchased a tarp and deducted \$50.00 off December 2016 rent to cover the cost.
- In addition to the leaks, there is a broken truss over the garage area causing the roof to slightly collapse.
- The tenants submitted pictures of the roof and pictures of the damaged bedroom and living room ceilings needing repair.

Utilities

- The tenants submit the electric bill was abnormally high over the winter months and the landlord should be liable to pay a portion as the high bills are due to the electrical problems.

- The tenants argue that the tenancy agreement indicates they are responsible for hydro and water only and as such they should not have to pay the sewage portion of the utility bills. The tenants also dispute the late fee in the amount of \$5.89 on the March 31, 2017 utility bill and \$4.88 on the November 30, 2016 bill. The tenants submit they should not be responsible for these late fees as the landlord did not provide copies of the bills until after the due dates.

The landlord and his witness testified and submitted argument and evidence as follows:

Electric

- He acknowledges being made aware of the problems with the main breaker on January 26, 2017.
- He sent a handyman the very next day and was advised there was a problem with the panel.
- He then sent an electrician a few days later and the electrician spent a few hours looking into problem but needed more time to come back and finish repairs.
- Then for reasons relating to the electrician not being able to arrange a time with the tenants the repairs were not completed.
- The tenants then filed for dispute resolution so repairs have been put on hold.

Roof

- The witness testified that he first did caulking repair work on the roof in October 2015 after the landlord was first notified of the leak.
- The witness testified that when he went to caulk the roof, the tenants had placed a tarp on the roof. The tarp was nailed down to the roof using two 8 foot long 1x2 pieces of wood. Three inch spikes were used to nail down the 1x2 pieces of wood through the roof. There were approximately 10 spikes in each 8 foot piece of wood. He pulled out the spikes and had to caulk the holes. The two original leaks over the living room and bedroom areas were also fixed.
- The witness further testified that the roof over the garage area is not leaking but just sunk due to a broken 2x4 which was most likely caused by heavy snow.
- The landlord testified he previously sent five different roofers to assess the roof and was advised by each of them that a new roof was not needed and could be repaired with some caulking. He was advised the roof is only 13 years old.
- The landlord argues the original leaks in the roof were repaired by his witness who is a handyman and that any new leaks are the result of the spikes put into the roof by the tenant. The landlord submitted pictures of the roof showing the tarps and spikes used by the tenant.

Utilities

- The high hydro bills have nothing to do with the electrical problems but were due to the time of the year and a very cold winter.
- The tenancy agreement stipulates the tenants are responsible for utilities including hydro and water. The tenants agreed to this at the start of the tenancy and have been paying both the water and sewage since. The landlord did not dispute that copies of the utilities bills were provided to the tenants after the due dates.

Analysis

Subsection 32(1) of the Act requires a landlord to 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, makes it suitable for occupation by the tenant.

Pursuant to section 65(1)(f) of the Act, if the director finds that a landlord has not complied with the Act, the regulations or the tenancy agreement, the director may issue an order to reduce past or future rent by an amount equivalent to a reduction in the value of a tenancy agreement.

Electric

There is no dispute that there is an issue with the electrical panel causing the main breaker to constantly shut off. The landlord acknowledged that he was first made aware of this issue on January 26, 2017. As per subsection 32(1) of the Act, I find it is the landlord's responsibility to repair the issues with the electrical panel. It is not up to the tenants to make arrangements with the electrician for a date and time for the repairs to be completed. The landlord could have provided notice of entry to the tenants as per section 29 of the Act and had the repairs completed.

The tenants first made the landlord aware of this issue on January 26, 2017 and have since been inconvenienced as a result of the main breaker shutting off power to the entire house. As a result, I find the tenants did suffer a reduction in the value of the tenancy for the months of February, March and April 2017. As the tenant's continued to occupy and otherwise make use of the rental unit during this period, it is difficult to quantify the reduction in the value. I also note that the tenants have been able to alleviate some of the problem through the strategic use of electricity. I find the tenants are entitled to the nominal amount of \$50.00 per month in reduction of past rent for the

above months for an award of \$150.00. **The tenant may reduce a future rent payment in the amount of \$150.00.**

The landlord is hereby ordered to make the electrical repairs in a timely manner following the receipt of this decision. **The tenants are further permitted to reduce future rent in the amount of \$50.00 per month beginning on May 1, 2017** until such time as the repairs are satisfactorily completed. Once the electrical repairs are completed it is up to the landlord to provide written notice to the tenants that the repairs have been completed. Once written notice of completed electrical repairs is provided to the tenants, the \$50.00 future rent reduction is no longer applicable effective the next monthly rent due date following the receipt of the notice.

Roof

There is no dispute that the roof requires considerable repair work for both the collapsed portion over the garage and the areas of leaks. The dispute was over whether the current leaks were just pre-existing leaks that were not repaired correctly or whether they were caused by damage done to the roof by the tenant in utilizing spikes to cover the roof with tarps. I find the landlord submitted insufficient evidence in support of his argument that the current source of the leaks was the result of the actions of the tenant. I find the picture evidence submitted by the landlord and the testimony of the landlord's witness to be inconclusive to support a finding that the spikes used by the tenant caused additional and/or new damage to the roof which is the current source of the leaks. As per subsection 32(1) of the Act, I find it is the landlord's responsibility to make these repairs.

I find the landlord took necessary steps within a timely manner to make repairs to the roof after the first incident in November 2015 and the tenants did not suffer a loss in the form of a reduction to the value of the tenancy. The tenants made the landlord aware of the issue of the continued leaking roof in November 2016. As a result, due to the inactions of the landlord to make repairs, I find the tenants have suffered a reduction in the value of the tenancy for the months of December 2016, January 2017, February 2017, March 2017 and April 2017. As the tenant's continued to occupy and otherwise make use of the rental unit during this period, it is difficult to quantify the reduction in the value. As per the picture evidence provided by the tenants there is considerable unsightly damage to the ceilings in both the living room and bedroom areas under which the also had to utilize buckets to catch leaking water. I find the tenants are entitled to the nominal amount of \$100.00 per month in reduction of past rent for the above months for an award of \$500.00. **The tenant may reduce a future rent payment in the amount of \$500.00.**

The landlord is hereby ordered to make repairs to both the collapsed portion of the roof and the source of any leaks including all interior damage caused by the leaks to the bedroom and living room ceilings inside the unit. The landlord is ordered to make these repairs in a timely manner following the receipt of this decision. **The tenants are further permitted to reduce future rent in the amount of \$100.00 per month beginning on May 1, 2017** until such time as each of the above referenced repairs are satisfactorily completed. Once each of the above referenced roof repairs are completed it is up to the landlord to provide written notice to the tenants that the repairs have been completed. Once written notice of completed electrical repairs is provided to the tenants, the \$100.00 future rent reduction is no longer applicable effective the next monthly rent due date following the receipt of the notice.

Utilities

The tenants' application to hold the landlord responsible for paying a portion of the Hydro bills is dismissed. The tenancy agreement requires the tenants are responsible for paying the Hydro. The tenants provided insufficient evidence in support of their argument that the hydro bills were abnormally high due to the electrical problems.

As the tenancy agreement indicates the tenants are responsible for utilities including hydro and water, I find the tenants are responsible for all the utilities including both water and sewage. This part of the tenants' application is also dismissed.

I find the tenants are not responsible for the late fees in the total amount of \$10.77 on the March 31, 2017 and November 30, 2016 utilities bills as these were not provided to the tenants within a reasonable time prior to the due dates.

As the tenants were for the most part successful in this application, I find that the tenants are entitled to recover the \$100.00 filing fee paid for this application from the landlord. **The tenant may reduce a future rent payment in the amount of \$100.00.**

Conclusion

The tenants are entitled to a one time past rent reduction from a future rent payment in the amount of **\$750.00 (\$150.00 + \$500.00 + \$100.00).**

In addition, effective **May 1, 2017**, the tenants are permitted to reduce future monthly rent in the amount of **\$50.00** for electrical repairs until such time as the landlord serves written notice to the tenants of the satisfactory completion of these repairs.

In addition, effective **May 1, 2017**, the tenants are permitted to reduce future monthly rent in the amount of **\$100.00** for roof repairs until such time as the landlord serves written notice to the tenants of the satisfactory completion of these repairs.

If there is any dispute on whether or not any of the above referenced repairs entitling the future rent reductions have been satisfactorily completed, it is up to the tenants to make an application to dispute the reinstatement of rent. The tenants are not permitted to make any future rent reductions after being served with written notice by the landlord that the repairs have been completed for each of the respective repair orders.

The tenants are responsible for the full amount of the hydro bills and utilities bills for water and sewage with the exception of \$10.77 in late fees on the March 31, 2017 and November 30, 2016 utilities bills.

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: April 27, 2017

Residential Tenancy Branch