



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This is an application brought by the tenant(s) requesting a repair order, requesting an order for the landlord to comply with the Residential Tenancy Act, requesting a rent reduction, and requesting a monetary order in the amount of \$1225.00 and recovery of the filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

At the beginning of the conference call the tenants stated that a repair order is no longer required as the repairs are well underway and they are confident they will be completed.

The issue I dealt with today therefore is whether or not the applicants have the right to a rent reduction, and if so for how much, and for how long.

Background and Evidence

The parties agree that this tenancy began on July 1, 2015 and that the monthly rent is \$1550.00, due on the first of each month.

The applicants testified that, in March of 2016 they discovered mold on the bathroom ceiling and they reported the problem to the landlords, however the landlords did not respond right away, and it was not until June 2016 that the landlords first came to check on the issue.

The applicant further stated that in June 2016 the contractor found mold in the ceiling, and the ceiling has been left open since that time until they applied for dispute resolution.

The applicants further stated that proper repairs to the bathroom did not begin until after they applied for dispute resolution and served the landlord's with the notice of hearing papers.

The applicants further stated that those repairs are now well underway and they believe the issue will be resolved fairly soon.

The applicants further stated that they are concerned however as to whether or not the contractor dealt with the mold contamination or just covered it over.

The applicants are requesting compensation due to the inconvenience caused by having their bathroom ceiling open and not properly repaired for 10 month period. They are therefore requesting a rent reduction of \$125.00 per month for a total of \$1250.00.

The applicants are also requesting recovery of their \$100.00 filing fee.

The landlord testified that when they were first told about the issue she agrees there was a delay before they brought in the contractor, however when the contractor did look at the issue he discovered that it was being caused from the unit above this rental unit.

The landlord further testified that part of the delay was caused by the fact that the owners of the unit above would not cooperate with them to try and resolve the issue and in fact the owners above continue to refuse any responsibility for the cost of this repair.

The landlord further testified that they spent a great deal of time trying to get the owners of the unit above to cooperate and that caused the delay, however they have now determined that they are going to have to pay for this repair themselves, and they have authorized the repair to be done.

The landlord further testified that the contractor has not covered up any contamination and in fact any contaminated parts have been completely replaced prior to having the

ceiling closed in, and there should be no further problems for the tenants once the repair is totally complete.

The landlord further testified that the repair should be completed shortly.

The landlord further testified that they had offered the tenants a \$600.00 rebate for the inconvenience however the tenants turn down that offer.

The landlords further testified that, although they had the right to raise the rent they decided not to do so, because of the inconvenience with the bathroom, and had they raise the rent that would have cost the tenants approximately \$500.00 over a one-year period.

The landlord therefore believes that no further compensation is justified over and above the \$600.00 that they are still willing to pay.

In response to the landlord's testimony, the tenants stated that they are not willing to accept \$600.00 compensation, and the landlord never mentioned before today that they chose not to raise the rent as partial compensation.

Analysis

Both the landlord and the tenants agree that there has been some level of disruption and need of repairs in the tenants bathroom for a period of approximately 10 months and it is my decision that it's reasonable that the tenants be compensated for the inconvenience caused by having a bathroom that is in need of repairs.

The tenants are asking for a rent reduction of \$125.00 per month; however it is my decision that I find that amount to be excessive since, although there has been some inconvenience, the tenants still had the use of the bathroom over this period of time.

The landlord has offered \$600.00 per month which equals approximately \$60.00 per month in rent reduction; however it's my decision that that amount is too low.

It is my decision therefore that I will allow a rent reduction of \$75.00 per month for the 10 month period, for a total of \$750.00.

I also allow the tenants request for recovery of their \$100.00 filing fee.

It is my decision however that I will not order that the rent reduction continue past the month of May 2017, because I believe that the landlords are committed to completing this repair as soon as possible.

Conclusion

Pursuant to sections 67 and 72 of the Residential Tenancy Act I have issued a monetary order for the respondents to pay \$850.00 to the applicants.

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: May 25, 2017

Residential Tenancy Branch