



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC RP RR

Introduction

This hearing dealt with an application by the tenant, 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 requiring the landlord to comply with the Act, and tenancy agreement pursuant to section 62; an order that the landlord make repairs to the rental unit pursuant to section 33; and an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The tenant attended the hearing and was given an opportunity to be heard, to present sworn testimony and to make submissions. The tenant testified that she personally served the landlord with her Application for Dispute Resolution ("ADR") on June 1, 2017 and that she served the landlord with her evidence package for this hearing on June 20, 2017. Based on the sworn, undisputed testimony of the tenant as well as her documentary evidence (a letter with the landlord's signature indicating he signed for the evidentiary materials), I find that the landlord was duly served with the tenant's ADR on June 1, 2017 and duly served with the tenant's evidence on June 20, 2017.

Issue(s) to be Decided

Is the tenant entitled to a monetary award (a retroactive rent reduction) for the landlord's failure to make repairs and provide services as stated in the tenancy agreement?

Background and Evidence

This tenancy began on July 1, 2016 as a one year fixed term tenancy. The tenant still resides in the rental unit and the tenancy is scheduled to continue as a month to month tenancy as of July 1, 2017. The current rental amount of \$1000.00 is payable on the first of each month. The tenant testified that the landlord continues to hold a \$500.00 security deposit paid by the tenant at the outset of the tenancy (June 20, 2016).

The tenant submitted a copy of the tenancy agreement that shows laundry once a week was included in the monthly tenancy agreement. There was no further cost assigned to the provision of once a week laundry. The tenant testified that the laundry is shared. She testified that when the new landlord purchased the property and moved in September 2016, the tenant was told she could no longer use the laundry facilities. She testified that she tried to negotiate this matter with the landlord by either changing the day of the week that she does laundry or by reducing her rent to the amount it will cost her to do her laundry elsewhere. She testified that the landlord was unwilling to provide either accommodation.

The tenant submitted a typewritten letter addressed to the landlord and dated May 19, 2017. The tenant testified that she provided that letter to the landlord on May 19, 2017 and sent it again with her evidence package. There is a signature by his name on the last page of the letter and a handwritten note, "received this letter/list". The tenant's letter addressed the failure to provide laundry services as well as other ongoing repair issues. She testified that these repair issues had all been raised by the tenant to the landlord on prior occasions. The letter lists the items requiring repair in three main areas of the rental unit;

- Kitchen
 - Kitchen sink is plugged up
 - Stove fan needs fixing
 - Bad smell coming from cupboard
 - Cupboard fell off in kitchen, missing in kitchen by stove
 - Cupboard with nails sticking out
- Child's room
 - Child's room door handle is broken
 - Baseboard requires repair in child's room
 - No light fixture cover on the ceiling in child's room, other light fixtures not fully secure
- Bathroom
 - Rusted and rotting metal around bath tub drain
 - Shower head dislodged
 - Toilet paper roll and towel rack holder is broken
 - Bathroom sink is not properly fixed to the ground
 - Fan in bathroom not working.

The tenant described in detail the issues related to the outstanding repairs including that she has a child who has developed epilepsy and that the home needs to be safe to

ensure that the child is not harmed. She testified that the most pressing repairs are those relating to plumbing and lighting. She testified that the smoke detector also does not work. She submitted that the landlord has not provided a safe place to live and is failing to meet her requests for repairs since his take-over of the property. She testified that when she asks for repairs, the landlord states, “we will fix it when you move out”.

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.

When a tenancy agreement exists between the landlord and the tenant, both are bound to meet certain obligations. The landlord’s obligations are outlined in section 32 as above. I find that the tenant has provided undisputed evidence sufficient to prove that the landlord has not met health, safety and housing standards. Furthermore, the tenant has shown that she has made multiple requests to the landlord to make repairs to the items listed above. The repair issues have remained unresolved for approximately ten months. The evidence provided show that the landlord is aware of the repair issues as well as the tenant’s dissatisfaction with the restriction of laundry facilities.

If a landlord fails to meet his obligations and a tenant is subsequently deprived use of a part of their premises, the tenant may be entitled to damages in the form of rent abatement or a monetary award. Any 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 resulting from any loss of use or restriction to use. Based on the undisputed evidence of the tenant, supported by her documentary materials, I find that the landlord has failed to provide access to laundry services in accord with the residential tenancy agreement. Therefore, I find that the tenant is entitled to damages in the form of a monetary award to reflect a rent reduction since the services have been unavailable (September 2016).

I accept the tenant's testimony that she has been required to do laundry outside of her home for ten months as of the date of this decision. As I find that the landlord has not terminated laundry services that were agreed to at the outset of the tenancy and documented in the residential tenancy agreement, I find that the landlord is required to compensate the tenant. As of the date of this hearing and subsequent decision, and until the date that laundry services are reinstated, the tenant may deduct her rent by 10% each month (\$100.00 each month). As this termination of services has continued for 10 months prior to this hearing, I find that the tenant is entitled to a monetary order in the amount of \$1000.00.

If the tenant has not been provided one day per week of laundry services by July 10, 2017, the tenant will be entitled to reduce her August 2017 rent by 10% or \$100.00. As of September 1, 2017, if the tenant has not been provided with one day per week of laundry services, the tenant will be entitled to reduce her September 2017 rent by 15% or \$150.00. If the tenant has not been provided by laundry services one day per week as of October 1, 2017, the tenant is entitled to continue to reduce her rent by an additional 5% each month until the date that the laundry services are reinstated.

I also order the landlord to address the following repair requests by August 1, 2017;

- Smoke detector repaired to working order;
- Kitchen sink unplugged;
- Repair stove fan;
- Replace or repair cupboards in disrepair and investigate cupboards re: bad smell.

I order the landlord to address the following repair requests by September 1, 2017;

- Repair or replace metal around bath tub drain;
- Repair shower head dislodged;
- Repair bathroom sink to ensure it is secure;
- Repair or replace bathroom fan to working order.

I order the landlord to address the following repair requests by October 1, 2017;

- Repair child's room door handle;
- Provide light fixture cover on the ceiling in child's room;
- Ensure other light fixtures are secure and in working order within the rental unit.
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The tenant may reduce her rent by a further 5% on an ongoing monthly basis as of the date the rent is due (1st) each month until the repairs on the rental unit are completed.

This rent reduction is in addition to the rent reduction allowed for the termination of laundry services.

Conclusion

I order that the landlord complete repairs as indicated above by the deadline dates of August 1, 2017 (kitchen), September 1, 2017 (bathroom) and October 1, 2017 (child's room) respectively.

After the deadline date for repairs, **I allow the tenant** to reduce her rent by \$50.00 per month until all repairs are completed.

I grant the tenant a monetary order in the amount of \$1000.00.

The tenant is provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 05, 2017

Residential Tenancy Branch