



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OLC, ERP, RP, PSF, LRE, RPP, RR

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for:

- an Order requiring the Landlord to comply with the tenancy agreement or the *Residential Tenancy Act (Act)*;
- an Order requiring the Landlord to make repairs to the rental unit;
- an Order requiring the Landlord to provide services or facilities;
- an Order restricting or setting limits on the Landlord's right to enter the rental unit;
- an Order requiring the Landlord to return personal property; and
- authority to reduce the rent.

The Advocate for the Tenant stated that on July 01, 2017 the Application for Dispute Resolution and the Notice of Hearing were personally served to the Landlord. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*; however the Landlord did not appear at the hearing.

Issue(s) to be Decided

Has the Tenant established a need for an Order requiring the Landlord to comply with the tenancy agreement or the *Residential Tenancy Act (Act)*; an Order requiring the Landlord to make repairs to the rental unit; an Order requiring the Landlord to provide services or facilities; an Order restricting or setting limits on the Landlord's right to enter the rental unit; and/or an Order requiring the Landlord to return personal property? Should the Tenant be granted authority to reduce the rent?

Background and Evidence

The Advocate for the Tenant stated that:

- this tenancy began approximately 15 years ago;
- the rental unit was purchased by a new landlord approximately 13 years ago;
- the Tenant currently pays monthly rent of \$650.00;

- rent has been paid for May, June, and July of 2017;
- sometime near the middle of May of 2017 the Tenant left the rental unit for an extended period of time;
- the Tenant returned to the unit on June 15, 2017;
- when the Tenant returned to the unit she learned that the Landlord had undertaken an extensive renovation of her kitchen and bathroom;
- when she returned to the unit the kitchen and bathroom cabinets had been removed; all sinks had been removed; the stove had been removed; the bathtub/shower had been removed; and the only running water was in the toilet;
- the cabinets, the sinks, and the stove have not yet been replaced;
- the only running water is in the toilet;
- the Tenant was given no notice of the intended renovations;
- the Tenant has never been given a written notice to end the tenancy;
- the Landlord piled all of the Tenant's property in the rental unit;
- the Tenant is still living in the rental unit, even though there are limited facilities and her personal property is in piles;
- the Landlord enters the rental unit to work on the unit without knocking and without prior notice;
- she is missing some of her dinnerware and kitchen items, which she presumes was taken by the Landlord when he moved her belongings in preparation for the renovation; and
- the Landlord has told her he does not have her missing items.

Analysis

Section 32(1) of the *Act* requires landlords to provide and 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 a tenant.

On the basis of the undisputed evidence I find that the Landlord breached section 32(1) of the *Act* when he embarked on an extensive renovation, which included turning off the water and removing the kitchen/bathroom cabinets, the sinks, the stove, and the bathtub/shower. As these items and services are essential items/services, I hereby order the Landlord to immediately install kitchen/bathroom cabinets, functional sinks, a functional stove, and a functional bathtub/shower, and to ensure the water is turned on to those sinks and bathroom facilities.

I find that the Tenant has been living in substandard conditions, as described above, due to the fact that the Landlord has failed to comply with section 32(1) of the *Act*. I find that the Landlord's failure to comply with section 32(1) of the *Act* significantly reduced the value of this tenancy by \$500.00 per month. In assessing the reduced value of the tenancy I was heavily guided by my conclusion that by essentially gutting

the kitchen/ bathroom and turning off the water, the rental unit was rendered unfit for habitation and served as little more than a storage area, a fridge, and a toilet.

As the Tenant does not know when the renovations began, I am unable to award compensation for any period prior to June 15, 2017. On the basis of the undisputed evidence that the renovations were underway when the Tenant returned home on June 15, 2017 and are largely incomplete, I find that the Tenant is entitled to compensation of \$750.00, which reflects a rent reduction for the period between June 15, 2017 and July 31, 2017.

In the event the Landlord has not installed kitchen/bathroom cabinets, functional sinks, a functional stove, and a functional bathtub/shower, and turned on the water to those sinks and bathroom facilities, I authorize the Tenant to reduce the monthly rent by \$500.00, effective August 01, 2017 and to continue to reduce the rent by \$500.00 until such time as all the repairs are complete.

On the basis of the undisputed notice I find that the Landlord breached section 29(1) of the *Act* by entering the rental unit without notice and without the permission of the Tenant. I therefore order the Landlord to strictly comply with section 29(1) of the *Act*, which reads:

A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

On the basis of the undisputed notice I find that the Landlord breached section 26(3) of the *Act* when he moved the Tenant's personal property in preparation for the renovation. On the basis of the Tenant's undisputed testimony that some of her dinnerware and kitchen items are missing, I find it reasonable to conclude that these items were lost or discarded by the Landlord when he moved the Tenant's personal

property. I hereby order the Landlord to return all of the Tenant's personal property that he has in his possession or control.

The Tenant retains the right to file another Application for Dispute Resolution seeking compensation for any personal property that was moved by the Landlord and that he is unable/unwilling to return.

Conclusion

The Landlord has been ordered to immediately install kitchen/bathroom cabinets, functional sinks, a functional stove, and a functional bathtub/shower, and to ensure the water is turned on to those sinks and bathroom facilities.

The Landlord has been ordered to strictly comply with section 29(1) of the *Act*.

The Landlord has been ordered to return all of the Tenant's personal property that he has in his possession or control.

The Tenant has established a monetary claim, in the amount of \$750.00, which reflects a rent reduction for the period between June 15, 2017 and July 31, 2017. Based on these determinations I grant the Tenant a monetary Order for the amount of \$750.00. In the event the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

In the event the Landlord has not complied with the monetary Order by the time a rent payment is due, the Tenant has the right to withhold rent, pursuant to section 72(2) of the *Act*, and to continue to withhold rent until the amount of the monetary Order has been recovered.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: July 26, 2017

Residential Tenancy Branch