



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for a monetary order in the sum of \$3724.
- b. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- c. A repair order
- d. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided

A hearing was conducted by conference call in the applicant and in the absence of the respondent although sufficiently served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party carries on business. The Policy Guidelines provide that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was served on the respondent by mailing, by registered mail to where the respondent carries on business on June 7, 2017 and that it was sufficiently served even though the respondent failed to pick up their registered mail and it was returned to the applicant. With respect to each of the applicant's claims I find as follows:

The applicant testified the respondent is the previous owner and landlord of the rental property. It sold the property to a new landlord with possession taking place in May 2017. The applicant stated she was withdrawing her claim for a repair order, an order for the reduction of future rent and an order that the landlord provide services or facilities required by the tenancy agreement or law against this landlord. The applicant claim was limited to a monetary order for the reduced value of the tenancy.

Issue(s) to be Decided

The issue to be determined is whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence

The tenancy began on August 1, 2011. The rent was \$940.51 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$447.50 and a pet damage deposit of \$447.50. The rent was recently raised to \$975.36 per month payable in advance of the first day of each month.

The tenant seeks an order for the reduction of past rent of 33% per month or the sum of \$310.37 per month for the period May 1, 2016 to May 1, 2017. The total claim of the tenant is \$3724.42.

She testified she asked the landlord to make repairs on many occasions. She referred to an e-mail that she sent the landlord on May 26, 2016 and a second e-mail sent on October 31, 2016. The landlord orally assured her on the phone they would do what was requested but failed to do so and failed to communicate in any fashion by e-mail.

The tenant seeks an order for the reduction of rent based on the following deficiencies:

- The landlord failed to repaint/resurface the balcony despite being asked on many occasions to do so. The balcony was disgusting and it was embarrassing to invite friends over.
- The landlord failed to repair the bath tub. The paint was peeling and it created a safety hazard. She was not able to take a bath because of the condition of the tub for the 12 month period that she is claiming.
- The landlord promised new screens for the window for over a year but failed to provide them. As a result insects, wasps, etc. would fly in on a regular basis.
- The landlord failed to clean a large blood stain in the hallway before the elevator several weeks. When they did clean it there was a large bleach spot discoloration immediately before the elevator.
- The landlord allowed a heaping pile of garbage to building up for over a month. The pile of garbage was directly under one of the bedroom windows.
- The landlord failed to replace a panel in the parking garage for over a month.
- The dryer broke down on many occasions. Further the landlord increased the price. Further the landlord failed to clean the laundry on a regular basis.

- The landlord failed to clean the stairwell on a regular basis.

Section 32(1) of the Residential Tenancy Act provides as follows:

**Landlord and tenant obligations to repair and maintain**

**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.

Analysis

With regard to each of the tenant's claims I find as follows:

- a. I determined the tenant is entitled to a \$50 per month reduction of rent for 12 month for the failure of the landlord to replace or resurface the balcony for a total of \$600.
- b. I determined the tenant is entitled to a \$50 a month reduction of rent for 12 months for the failure of the landlord to re-glaze the tub for a total of \$600.
- c. I determined the tenant is entitled to a \$200 sum for the failure of the landlord to replace the screens. In coming to this determination I have considered that the absence of proper screens would only be significant for part of the year.
- d. I determined the tenant is entitled to nominal damages of \$50 for the failure of the landlord to deal with the blood stain. In coming to this determination I considered the stain was not in the tenant's rental unit.
- e. I determined the tenant is entitled to nominal damages in the sum of \$50 for the failure of the landlord to dispose of the garbage promptly. In coming to this determination I considered that it was a problem for a couple of months only.
- f. I determined the tenant is entitled to compensation in the some of \$200 for the failure to clean the halls, laundry room etc. and the failure to replace the ceiling panel in the parking garage. this sum also incudes increases in the cost of the dryer and the inconvenience caused problems with the operation of the dryer.

In summary I determined the tenant has established a claim against the landlord in the sum of \$1700.

Conclusion

**I ordered the landlord(s) to pay to the tenant the sum of \$1700.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on both parties.**

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: August 22, 2017

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Residential Tenancy Branch