



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Century 21 Horizon West Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, LRE, MNR, MNSD, OLC, RP, RR, AS

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order allowing a sublet - Section 65;
3. An Order setting conditions on the Landlord’s entry - Section 70;
4. A Monetary Order for compensation for repairs - Section 67;
5. An Order for the return of the security deposit - Section 38;
6. An Order for the Landlord’s compliance - Section 62;
7. An Order for repairs - Section 32; and
8. An Order for a rent reduction - Section 65.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

The Parties agree that in the period intervening the date of the application and this hearing the Landlord served the Tenants with a two month notice to end the tenancy for landlord’s use (the “Notice”). The Tenant confirms that it will be moving out of the unit on the effective date of the Notice: September 30, 2017. The Parties confirm that the Tenant did not pay rent for September 2017 as allowed under the Notice. The Tenant withdraws all of its claims except for the claim for compensation. The Landlord made no objection to the withdrawal.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The tenancy started on October 1, 2016. Rent of \$725.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$362.50 as a security deposit and \$100.00 as a pet deposit. The Parties mutually conducted a move-in condition inspection with an inspection report completed and copied to the Tenant.

The Tenant states that at the outset of the tenancy many repairs were required to the unit including repairs to the kitchen and laundry area floors. The Tenant states that although the flooring is not noted on the move-in condition report he thinks that the Landlord may have been informed at the time of the weakness. The Tenant states that the Landlord's handyman was working on the repairs to the unit over October and into the first week of November 2016 and that during this time the Tenant told the handyman more than once about the additional problems. The Tenant states that the handyman kept repeating "I am on it". The Tenant states that the handyman never made many of the repairs, including the flooring and that as the repairs were believed to be an emergency the Tenant called a repair company who did repairs to the floor, a bathroom sink leak and the ducts. The tenant states that the handyman did not do a good job of the repairs that were completed. The Tenant claims \$780.00 and provides a detailed invoice. The invoice indicates that the floor joists were rotten and unsafe to walk on, the bathroom faucets and pipes were leaking, and that concrete dust was coming up through the ducts. The invoice indicates a charge of \$100.00 for 5 hours work to repair the bathroom leaks and pipes.

The Landlord states that the Tenant never informed her of the repairs needed and that the leak was repaired in October 2016 by a plumber. The Tenant states that in October 2016 the plumber only made repairs to bad pipes that were leaking in the basement.

The Landlord states that had the Tenant informed the Landlord directly the Landlord would have had the opportunity to obtain its own services for the repairs. The Landlord notes that it pays their plumber \$50.00 per hour. The Landlord states that the handyman never informed the Landlord of any extra repairs. The Landlord states that she does not know the exact extent of the handyman's work as the handyman's invoice does not set out times, dates, hours or descriptions of the repair work done and simply bills a total amount of \$300.00. The Landlord states that the company hired by the Tenant was called by the Landlord and that the company confirmed that they did the work to the unit as described on their invoice. The Landlord states that no follow-up was made to check on the repairs, including the repairs to the flooring. The Landlord states that the furnace was serviced prior to the onset of the tenancy but that no ducts were cleaned at that time.

### Analysis

Section 32 of the Act provides that a landlord must 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.

Given the undisputed evidence that the Landlord paid a handyman to make repairs to the unit from the onset of the tenancy, accepting the Tenant's undisputed evidence that the handyperson made repairs over the month of October and into November 2016, and given the description of damages in the Tenant's repair invoice I accept the Tenant's credible evidence of significant and serious problems with the unit from the onset of the tenancy including problems with the dangerous flooring, bathroom leaks and concrete dust. Given the Landlord's evidence of not inspecting repairs or of not obtaining an invoice that details the hours and type of work done by its handyman, I consider that the Landlord is not diligent in relation to ensuring that repairs are properly made or that reports were collected from the handyman. I take this lack of diligence to support that

the Landlord provided a rental unit that was not suitable at the outset. I also tend not to believe that the handyman did not inform the Landlord of the extra repairs. I note that no witness evidence from the handyman was provided by the Landlord to rebut the claims of the Tenant and I found the Tenant's evidence to be highly believable and persuasive. From the amounts indicated in the Tenant's invoice and given the evidence of rates paid by the Landlord it appears that the Tenant likely saved the Landlord from incurring higher costs. For these reasons I find that the Tenant has substantiated an entitlement to the claimed amount of **\$780.00** to ensure that the rental unit was liveable.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$780.00**. If necessary, this order may be filed in the Small Claims 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: September 15, 2017

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Residential Tenancy Branch