



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            OLC, ERP, RP, OPT, RR

### Introduction

This matter involves applications from four separate tenants pursuant to the *Residential Tenancy Act* (the “Act”). There was a pre-hearing conference on August 25, 2017 where interim and final orders were made by the presiding arbitrator. The present hearing deals with the tenants’ applications for:

- an order that the Landlord comply with the Act, regulation and tenancy agreements pursuant to section 62;
- an order that the Landlord make emergency repairs for health or safety reasons pursuant to section 33;
- an order that the Landlord make repairs to the units, site or property pursuant to section 33;
- an order that the Landlord provide services or facilities required by law pursuant to section 65; and
- an order allowing the tenants to reduce rent for repairs, services or facilities agreed upon but not provided.

All parties were represented at the hearing. The tenant RH (the “tenant”) confirmed he represented all of the tenants in their respective applications. The personal landlord KH (the “landlord”) appeared and confirmed he also represented the corporate landlord. The landlord was assisted by his agent JB.

As both parties were in attendance I confirmed that there were no issues with service of the Notice of Hearing and tenants’ evidence. The landlord confirmed receipt of the hearing package. In accordance with sections 88 and 89 of the *Act*, I find that the landlords were duly served with the Notice of Hearing and tenants’ evidence.

### Issue(s) to be Decided

Should the landlords be ordered to comply with the *Act*, regulation or tenancy agreement?  
Should the landlords be ordered to make repairs or emergency repairs to the rental unit?  
Should the landlords be ordered to provide services or facilities required by law?

Are the tenants entitled to reduce the amount of monthly rent for repairs agreed upon but not provided by the landlords?

### Background and Evidence

The parties gave the following undisputed evidence. The landlord took over the tenancies in June, 2017 when they acquired the rental building. The tenants have all resided in their respective rental units for a number of years prior to the change in ownership. The tenant in Unit 2 pays \$450.00 monthly for rent while the tenants in Units 4A, 4B and 5 each pay \$550.00.

The tenant testified that due to the landlord's neglect and lack of essential services many residents have been forced to vacate the rental building. The tenant said that while the applicants remain in the building they expect they will be forced to vacate for their own safety in the near future.

The tenant gave undisputed testimony about the condition of the rental building. He testified that there have been periods when the electricity and hot water services have been cut off for days. The tenant said that the garbage has not been picked up for months and the tenants' waste piles up in the building. The tenant said that the lights in the common hallways have burnt out in multiple locations and the building is a hazard to traverse. The locks to the doors allowing access from outside have been tampered and broken and the landlord has failed to perform repairs for months. The tenant submitted into written evidence photographs of the common areas of the rental building showing the need for repairs.

The landlord testified primarily in regards to the condition inside of rental unit 4B. The landlord said that it was filthy and filled with garbage and waste. The landlord and the landlord's agent provided little evidence in regards to the condition of the common areas of the rental building. The landlord said that there are no current plans for repairs. The landlord said that the damage caused to the doors and the building is presumably attributable to drug-users in the community.

### Analysis

Section 32 of the Act provides that:

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

I am satisfied that based on the undisputed evidence of the parties that a repair order for the following outstanding issues in the common areas of the rental building is appropriate.

- a. Replace and repair lights in the hallways and common areas of the rental building.
- b. Repair the padlock of the front door of the rental building.

Furthermore, I find it is appropriate to make the following order regarding services for the tenants of the rental building.

- a. Ensure electricity and hot water service is provided to the rental units without major interruptions.
- b. Reinstate weekly garbage pickup for the rental building.

I order that the repairs and reinstatement of services be completed by October 13, 2017.

Section 65 (1)(f) of the *Act* also allows me to reduce the future rent by an amount equivalent to the reduction in value of a tenancy agreement. I find, based on the testimony of the parties, that the lack of services and upkeep to the rental building has resulted in a significant reduction in the value of the tenancy for all of the applicant tenants. The tenant provided undisputed evidence that the common hallways are a hazard and the tenants are unable to safely exit their building. The lack of a locked front door has allowed individuals to enter and occupy the common areas, bringing in illicit substances and causing hazards. The lack of garbage pickup services has resulted in the accumulation of garbage and waste inside the rental building and rental units. Based on the undisputed evidence, I find that a \$200.00 reduction in rent for these tenancies is appropriate. I order that the monthly rent for the tenancies from October, 2017 and onwards, is reduced by \$200.00 from \$550.00 to \$350.00 and from \$450.00 to \$250.00. I order that the tenants' rent will return to the normal monthly amount required by the tenancy agreement and the *Act* in the month following the completion of these repairs and reinstatement of services.

Should a dispute arise as to the extent to which the repairs ordered have been completed, I order that the rent remain at the previous month's reduced rent until such time as the landlord has applied for and obtained an order from an arbitrator appointed under the *Act* as to whether the repairs have been completed in accordance with this decision. The landlord is at liberty to apply for a determination as to the landlord's compliance with this decision once the landlord has undertaken the repairs ordered.

### Conclusion

The monthly rents for these tenancies are reduced by \$200.00. The rent for Unit 2 is \$250.00 and the rent for Units 4A, 4B and 5 is \$350.00 from October, 2017 onwards until such time as the landlord completes the ordered repairs and reinstatement of services.

The landlord is ordered to make the following repairs and reinstatement of services:

- c. Replace and repair lights in the hallways and common areas of the rental building.

- d. Repair the padlock of the front door of the rental building.
- c. Ensure electricity and hot water service is provided to the rental units without major interruptions.
- d. Reinstate weekly garbage pickup for the rental building.

The landlord must complete the repairs and reinstatement by October 13, 2017.

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 21, 2017

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Residential Tenancy Branch