



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

RR

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a rent reduction for repairs, services or facilities agreed upon but not provided.

The tenant provided affirmed testimony that on September 23, 2017 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were hand-delivered to the landlord's agent, R.S. Service occurred at approximately 5 p.m. in the rental unit building. R.S. is named as the respondent.

On September 23, 2017 the owner of the building, G.K. spoke with the tenant about the hearing. The owner told the tenant repairs would be made.

The tenant stated that on November 27, 2017 the current agent for the landlord was approached in the office by the tenant. The tenant's hearing documents were on the desk in front of the agent. The tenant and the current agent discussed the hearing scheduled for December 4, 2017. The tenant said the agent was aware of the need to attend the hearing.

Therefore, I find that the tenant has provided adequate evidence of service of the hearing documents, to landlord's agent, on September 23, 2017.

The landlord did not attend the hearing.

Preliminary Matters

The application for dispute resolution indicated a claim for rent reduction. The evidence supplied with the application and served to the landlord included a detailed calculation of a claim for rent reduction. The evidence also included a monetary worksheet setting out a separate monetary claim for damage and loss totaling \$1,226.00.

As the landlord was not present at the hearing I find that the matters to be decided will be only those set out in the application. Even though the landlord did not attend the hearing I find it is not justifiable to decide matters that were not clearly part of the application served to the landlord. The tenant is at liberty to submit an application in relation to any further matters related to this tenancy.

Issue(s) to be Decided

Is the tenant entitled to reduce the rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenancy commenced in January 2016. Rent was \$800.00 per month, as the rate for a unit that had been renovated. At the time the tenancy started the unit was being repaired but the work had yet to be completed. The tenant said that rental units in this small coastal community are not easy to locate, so the tenant agreed to move in, with the assurance repairs would be completed.

In June 2017 the landlord decreased the rent to \$750.00. The reduction at this time meant the tenant had paid an additional \$1,700.00 since the start of the tenancy, for a unit that had not had renovations completed.

The tenant is requesting compensation in the sum of \$1,700.00 for the first 17 months of the tenancy during which renovations were not completed. The tenant is requesting a further \$200.00 rent reduction until all promised renovations and repairs are completed. The tenant submits this is a fair sum given the landlord's inaction after reasonable notice was given, and then ignored.

On February 25, 2016 the tenant issued a letter and personally served a copy to the owner, G.K. The tenant requested repair of the kitchen cabinets, closet door installation, a key to the mailbox and that the baseboard trim be installed. The letter indicated that the repairs were to be completed one week after the tenancy commenced. The letter pointed out that eight weeks later no repairs had been completed. No repairs were forthcoming.

On February 22, 2017 the tenant issued a second letter regarding rats in the unit and the fact that the cupboard doors had not been installed. This letter was served to the landlords' agent R.S. The tenant wrote that the doors would help to keep rats out of the cupboards. The tenant asked for a date when the doors would be installed. The tenant indicated that rats could get into food and causing contamination.

The tenant provided copies of the letters.

The tenant submitted photographs of the kitchen cupboards. The boxes do not have any doors, drawers or shelves. Photos show furniture damaged by what the tenant submits is rat damage.

The tenant said that the landlord has placed some rat poison outside in the past. The tenant can hear rats running in the walls of his unit. The tenant keeps the door to his bedroom closed in an attempt to keep rats out of that room. The tenant purchased his own traps and killed two rats earlier this year.

The tenant said he was finally given a key to the mailbox after he had been in the rental unit one year. The previous agent for the landlord, R.S., gave the tenant a key. The agent who worked for the landlord before R.S. ignored his requests made for a key. During the first year of the tenancy the tenant had to use the post office rather than the building mailbox.

The tenant said that the day after the agent was served with notice of this hearing the owner approached the tenant and said they would install the cupboards; that has not occurred. The tenant stated that he has talked to the landlord on multiple occasions regarding the rats and repairs and has been told if he does not like it he should move.

Analysis

Despite being served with notice of this hearing the landlord failed to attend the hearing to oppose the claim.

From the evidence before me and, in the absence of the landlord who was served with notice of the hearing, I find that the landlord has failed to complete the renovations that were underway at the start of the tenancy. That is clear from the written communication and photographic evidence. The tenant rented the unit in good faith, expecting the landlord to complete the renovations. It appears the landlord has failed to live up to his side of the bargain.

The tenants' rent was reduced from \$800.00 to \$750.00 by the landlord in June 2017.

In relation to the claim requesting rent abatement in the sum of \$1,700.00 due to incomplete renovations, I find that the tenant is entitled to compensation in the sum of \$100.00 per month for a total of 17 months, totaling \$1,700.00. Compensation is for the loss of use of the cabinets, drawers and closet doors. Compensation also recognizes that the unit was not fully completed, since baseboards were not installed. This sum may be deducted from the next months' rent due. Therefore, the tenant will not pay any rent for the months of January and February and part of March, 2018.

Pursuant to section 62(3) of the Act I order the landlord immediately:

- install all kitchen cabinet doors, drawers and shelves;
- install the two missing closet doors; and
- install baseboards throughout the rental unit.

If these repairs are not fully completed by December 31, 2017 I find, pursuant to section 65 of the Act, that the tenant will be entitled to reduce the rent in the sum of \$200.00 per month, commencing January 1, 2018. This initial rent reduction would be deducted from rent owed in March 2018, as the tenant has been provided full abatement for January and February 2018 rent.

The rent abatement will continue until such time as the landlord issues the tenant written notice that the work ordered has been fully completed. The abatement will not be pro-rated and is for any portion of a month. The tenant must cease rent reductions once the work is fully completed as ordered and written notice of completion is provided. If repairs are fully completed as ordered during the month of December 2017, no further rent deductions for repairs, outside of January and February, 2018 will be allowed.

For example, if written notice of completion is given on January 2, 2018, the tenant is entitled to a \$200.00 rent abatement for the month of January which will be deducted from March 2018 rent owed.

Section 62(3) of the Act provides:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

I have considered the tenants' written request issued on February 22, 2017 regarding rats in the building and find that orders are necessary to ensure section 32 of the Act and Residential Tenancy Branch policy is respected. The tenant reports on-going problems with pests in the walls and kitchen.

Residential Tenancy Branch policy requires a landlord to ensure the rental unit meets health, safety and housing standards established by law. The landlord is responsible for ensuring the rental unit is reasonably suitable for occupation. This policy is based on section 32 of the Act, which provides:

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.

The presence of rats in the rental unit and the walls would not meet any reasonable persons' housing standard. Therefore, I order the landlord to hire a professional, licenced pest control company to carry out an inspection of the property in order to establish any pest access points to the rental building and recommendations for eradicating any access and treatment for the building. The landlord is to:

- provide the tenant with a copy of the licenced, professional pest control report no later than December 20, 2017.

If the pest control company finds that treatment and egress repair is required the landlord must immediately follow the instructions issued, including recommended follow-up inspections and treatments. Completion of any egress repair and treatment must be completed by the licenced pest control company. Once the licenced professional pest control company determines that treatments are no longer required, a final report is to be issued by that company and a copy immediately provided to the tenant.

If the landlord fails to provide the tenant with the assessment or follow any recommended treatment and egress blocking issued by a professional, licenced pest control company as ordered, the tenant is at liberty to apply requesting further rent abatement.

To summarize; the tenant is entitled to the following:

- rent reduction in the sum of \$1,700.00 to be deducted from rent owed between January and March 2018; and
- potential \$200.00 per month commencing January 2018 if repairs and written notice of repair completion is not provided.
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Conclusion

The landlord is ordered to make repairs.

The landlord is ordered to undertake pest control management.

Rent abatement has been ordered for the loss of use of facilities that were agreed upon at the start of the tenancy and not provided.

This decision is final and binding and 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: December 04, 2017

Residential Tenancy Branch