



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ERP, RP, RR

### Introduction

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

- a. An order for emergency repairs.
- b. An order that the landlord comply with the Act, regulation and/or the tenancy agreement.
- 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 presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the agent for the landlord on December 14, 2017. With respect to each of the applicant's claims I find as follows:

### Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs and/or emergency repairs?
- b. Whether the tenant is entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or tenancy agreement?

### Background and Evidence:

The tenancy began on April 1, 2008. The present rent is \$715 per month payable in advance on the first day of each month. The tenant was not certain about the amount but testified he paid a security deposit of about \$340 at the start of the tenancy.

The tenant sought a repair order and an order for the reduction of rent of \$200 per month if the landlord fails to complete the repairs. He testified that there is a leak which has the ingress of rain water in an area between the kitchen and bathroom. He further testified the carpet is around 15 years old and damaged by the rain water. He seeks an order the landlord put a screen on his window to prevent rodents from entering. He also seeks an order that the landlord re-paint the rental unit as it has not been painted for at least 12 years and the vinyl in the kitchen and bedroom be replaced.

The landlord gave the following evidence:

- They attempted to repair the leak in June 2017 but were not successful.
- It is a major renovation job and the tenant will have to vacate the rental unit.
- The tenant failed to fully advise landlord of the problem.
- The landlord has given only 3 rent increases during the time the tenant has lived in the rental unit.
- The tenant is at fault because he fails to use sufficient heat in the rental unit and fails to use the fan when showering. Further he fails to follow the instruction of the building manager to move his belongings away from the wall.
- The landlord testified the screen on the window is not a necessity.

#### Analysis

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.

I determined the landlord has failed to maintain the rental unit in a state of decoration and repair that is required by section 32(1). I do not accept the submission of the landlord that there should not be a repair order to fix the leak because it will result in a major job. The failure to properly deal with the leak has a potential of leading to significant structural damage to the rental unit. Further I do not accept the submission of the landlord that the Tenant is at fault. Policy Guideline #40 provides that the useful life of a carpet is 10 years and an interior paint job is 4 years. I am satisfied based on the testimony of the tenant and given the leaks that the Tenant is experiencing that the carpets, vinyl flooring and walls and ceiling are long past their useful life and in need of a repair.

#### Application for a Repair Order

With respect to each of I order the landlord to do the following:

- a. Repair the leak between the kitchen and bathroom
- b. Install a screen on the window
- c. Replace the carpets
- d. Paint the rental unit.
- e. Replace the vinyl in the kitchen and bathroom.

I further order that the repairs be complete by February 28, 2018.

Application for Reduction of Rent

I further order that if the landlord fails to complete the repairs by February 28, 2018 the rent shall be reduced by \$200 per month commencing March 1, 2018 and on the first day of each month thereafter until the repairs are completed.

A formal order is accompanying this decision. I order the tenant serve a copy of this Order and Decision on the Landlord.

**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: January 17, 2018

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Residential Tenancy Branch