



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), for a rent reduction for repairs, services, or facilities agreed upon but not provided and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant, who provided affirmed testimony. The Landlord did not attend. The Tenant was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As the Landlord did not attend the hearing, I confirmed service of documents as explained below.

The Tenant testified that the Application and the Notice of Hearing were sent to the agent for the Landlord by registered mail on March 23, 2018, and provided me with the registered mail tracking number. With the permission of the Applicant, I logged onto the registered mail provider's website and verified that the registered mail was received by the Agent for the Landlord on March 26, 2018. As a result, I find that the Landlord was served on March 26, 2018, the date their agent received the Application and the Notice of Hearing.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts and issues in this decision.

At the request of the Tenant, copies of the decision and any orders issued in her favor will be e-mailed to her at the e-mail address provided in the hearing.

### Issue(s) to be Decided

Is the Tenant entitled to a rent reduction for repairs, services, or facilities agreed upon but not provided?

Is the Tenant entitled to the recovery of the filing fee?

### Background and Evidence

The Tenant testified that she lives in subsidized seniors housing and that her tenancy began approximately 13 years ago. The Tenant stated that she rents a bachelor suite at \$497.00 per month and that for five years she has been attempting to have the Landlord repair a malfunctioning balcony door. The Tenant stated that her bachelor apartment is approximately 400 square feet and that she has two separate entrances to her balcony from her apartment. The Tenant stated that for five years, the sliding balcony door on the west side of her apartment did not function and that as a result, she could only gain access to the balcony from the sliding door on the North side of her apartment.

The Tenant stated that she filed an Application with the Residential Tenancy Branch (the "Branch") seeking an order for the Landlord to repair the balcony door, and that a decision was rendered by an arbitrator on February 27, 2018, ordering the repair of the balcony door no later than February 27, 2018. The Tenant provided a copy of the decision for my review.

Despite the above, the Tenant stated that the repair was not completed until March 28, 2018, and as a result, she is seeking a rent reduction in the amount of \$497.00 for the Landlord's failure to complete the repairs as ordered.

The Landlord did not appear at the hearing to provide any evidence or testimony for my consideration.

### Analysis

Section 62(3) of the *Act* states that the director may make any order necessary to give effect to the rights, obligations and prohibitions under the *Act*, including an order that a landlord or tenant comply with the *Act*, the regulations or a tenancy agreement and an order that the *Act* applies. Section 7(1) of the *Act* states that if a landlord or tenant does

not comply with the *Act*, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

On February 27, 2018, a decision was rendered by an arbitrator ordering the Landlord to complete repairs to the sliding glass door of the Tenant's rental unit no later than March 15, 2018. In the decision the arbitrator also cautioned the Landlord that their failure to comply with the repair order could result in a monetary claim by the Tenant. In particular, the arbitrator stated the following:

"I order that the landlord complete the repair to the satisfaction of the tenant, meaning that the tenant must be able to easily open and close the sliding glass door, and that the landlord make that repair by no later than March 15, 2018. If the landlord fails to do so, the tenant will be at liberty to apply for compensation for devaluation of the tenancy and the landlord's failure to comply with the *Residential Tenancy Act* and this order."

The Tenant provided affirmed and uncontested testimony that the repair to her sliding door was not completed until March 28, 2018, and sought \$497.00 for the Landlord's failure to comply with the repair order issued by the previous arbitrator on February 27, 2018. In the absence of evidence to the contrary, I accept the Tenant's testimony that the repairs to her sliding door were not completed until March 28, 2018. Although I find that the amount sought by the Tenant, which is the equivalent of one month's rent, is unreasonable given the nature of the repair required, the Tenant's ability to access the balcony through a different door, her continued use of the entire rest of the apartment, and the short duration of the Landlord's non-compliance with the repair order; I still find that the Tenant is entitled to compensation in the form of a daily rent reduction for each day that the Landlord failed to comply with the repair order. Based on the testimony before me for consideration and the specific facts of this case, I find that a daily rent reduction in the amount of \$10.00 is reasonable. As the previous arbitrator ordered that the repair to the sliding door be completed no later than March 15, 2018, I find that the Tenant is therefore entitled to compensation in the amount of \$130.00 (\$10.00/day x 14 days from March 16, 2018 - March 28, 2018).

As the Tenant was successful in her Application, I also find that she is entitled to the recovery of the \$100.00 filing fee. Based on the above, the Tenant is therefore entitled to compensation in the amount of \$230.00, which she is entitled to deduct from the next month's rent or to recover by way of the attached Monetary Order.

Conclusion

The Tenant is entitled to compensation in the amount of \$230.00 from the Landlord, which she is entitled to deduct from the next month's rent or to recover by way of the attached Monetary Order.

Pursuant to section 67 of the *Act*, I grant the Tenant a Monetary Order in the amount of \$230.00. The Tenant is provided with this Order in the above terms and should the Tenant be unable to deduct this amount from the next month's rent, the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: June 4, 2018

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Residential Tenancy Branch