



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RR, FFT

Introduction

- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord acknowledged receipt of evidence submitted by the tenants. The landlord did not submit any documentation for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary issue

At the outset of the hearing, both parties confirmed that the repairs had been conducted and that the tenants are only seeking a rent reduction as compensation and the recovery of the filing fee. The hearing proceeded and completed on that basis.

Issue(s) to be Decided

Are the tenants entitled to a rent reduction?

Are the tenants entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The tenants gave the following testimony. NB testified that the ceiling in the second bathroom collapsed on January 14, 2018. NB testified that it had occurred once before about a year prior. NB testified that it took four months, numerous phone calls and voice mails, seven text messages, an email, and filing an application for this hearing to finally have the landlord conduct the repairs. BK testified that the landlord was virtually silent over the four months with minimal communication as to what was going to occur. BK testified that the ceiling was finally repaired on May 29, 2018. The tenants seek \$150.00 per month for four months that they were unable to use the bathroom as compensation plus the \$100.00 filing fee for a total claim of \$700.00.

The landlords' agent gave the following testimony. RC testified that the reason for the ceiling collapsing was a roof problem. However, that problem could not be repaired in the winter months and that it could only be repaired when the weather improved.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. The applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlords' agent did not dispute the events, the timeline or the tenants' attempts to mitigate. The agent only disputed the amount sought and submits that a roof could not be repaired in the winter. I disagree with the agent on both points. A roof can be repaired when necessary and that the amount sought by the tenants is appropriate. I find that the landlord was negligent by not repairing the roof and bathroom ceiling in a reasonable time frame, accordingly; I find that the tenants are entitled to the \$600.00 compensation as sought. The tenants' are also entitled to the recovery of the \$100.00 filing fee.

Conclusion

The tenants are entitled to a **one time** rent reduction off of future rent in the amount of \$700.00.

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: July 05, 2018

Residential Tenancy Branch