



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, ERP, RP, RR

Introduction

This matter dealt with an application by the Tenant, to dispute a rent increase, for emergency repairs and general repairs and to allow the Tenant to reduce the rent while the repairs or services are being completed or supplied.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery September 11, 2018. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absences.

Issues(s) to be Decided

1. Is the rent increase allowable under the Act, regulations and tenancy agreement?
2. Are there emergency and general repairs that need to be completed?
3. Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy started on or about June 15, 2015 as a month to month tenancy. Rent is \$500.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$250.00 at the start of the tenancy.

The Tenant said she had a hearing August 7, 2018 that dealt with all the issues that she has applied for in this hearing and she was successful in being awarded a monetary Order for \$1,200.00 and a rent reduction of \$150.00 if the repairs were not completed. The Tenant said the Landlord is non communicative and dismissive to her and her requests for the repairs. As well the Tenant said the Landlord was angry when she paid the reduced rent of \$350.00 for September 2018.

The Tenant said the Landlord has done nothing and has totally disregarded the decision of August 7, 2018 and the monetary order. The Tenant continued to say the Landlord has now turned the hydro and gas off. The Tenant said she has put the hydro in her name. The Tenant said she is requesting an additional rent reduction to force the Landlord to make the repairs that she has requested. The repairs are as follows:

1. Remove the bed bugs from the unit.
2. Remove the rats from the unit.

3. Clean the mould in the unit.
4. Replace the door knob.
5. Fix the kitchen sink.
6. Fix the light in the bedroom.
7. Fix the shower.
8. Fix the baseboard heaters
9. Put locks on the sliding doors.
10. Turn the gas back on.

Analysis

It is very concerning that the Tenant has said the Landlord has disregarded the decision and order of the previous hearing on August 7, 2018. The Tenant may consider making and application to the Residential Tenancy Branch for a Administrative Penalty to be levied against the Landlord for not complying with a decision and order issued by the Residential Tenancy Branch. If the Landlord does not make the ordered repairs from the August 7, 2018 decision the Tenant is at leave to take this action.

Section 27 of the Acts sys: (1) A landlord must not terminate or restrict a service or facility if

- (a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or
- (b) providing the service or facility is a material term of the tenancy agreement.

(2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord

- (a) gives 30 days' written notice, in the approved form, of the termination or restriction, and
- (b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

Given that the Tenant has put the hydro in her name and hydro costs are part of the tenancy I order a further rent reduction of \$200.00 per month until the Landlord puts the hydro back in his name and the Landlord pays all costs associated with the hydro and gas as agreed to in the tenancy agreement.

Further section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant. Therefore a Landlord is obligated to repair items include in the tenancy agreement.

I concur with the decision of August 7, 2018 and I direct the Landlord to take the necessary action to make the repairs that he has been ordered to do.

Consequently I Order the Tenant to reduce the rent paid by an additional \$200.00 per month commencing November 1, 2018 and continuing until the hydro and gas are restored to the rental unit as agreed to in the verbal tenancy agreement.

Further the Tenant said the Landlord has not issued a formal rent increase notice so she is withdrawing the request to dispute a rent increase.

Conclusion

I order an additional reduction of rent of \$200.00 for each month starting November 1, 2018 and continuing until the Landlord restores the hydro and gas to the rental unit as agreed. The Tenant's reduced rent payments as of November 1, 2018 will be \$500.00 less \$150.00 (August 7, 2018 decision) less an additional \$200.00 from this decision. The Tenant's November rent payment will be \$150.00 per month and will continue at that amount until the Landlord complies with the decisions of August 7, 2018 and this decision of October 23, 2018.

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: October 23, 2018

Residential Tenancy Branch