



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE CASCADE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ORP, RR, FF

Introduction

The tenants apply for an order requiring the landlord to conduct certain repairs and for a rent reduction as compensation for lack of repairs. At hearing the attending tenant reported that repairs had been completed and so only the rent reduction was in issue.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Has the landlord failed to conduct necessary repairs in a timely manner and, if so, have the tenants suffered damage or loss as a result?

Background and Evidence

The rental unit is a four bedroom house. The tenancy started in July 2018. There is a written tenancy agreement. The monthly rent is \$1650.00. The landlord holds an \$825.00 security deposit and an \$825.00 pet damage deposit.

In late July the attending tenant discovered a leak during a rainstorm. He is by trade a contractor familiar with home construction. The landlord agreed that the tenant should investigate and repair the leak. The tenant started to do so, removing the internal and external wall of the home at a corner of the building. In doing so he discovered a

carpenter ant infestation and significant deterioration to the structure of the building at that location.

The landlord compensated the tenant for this work and took over the remediation. An exterminator was hired and the landlord's son took over the building remediation in or about mid September.

From mid September through to mid November a bedroom in the lower front corner of the building remained uninsulated on a portion of its outer wall and unsealed, with small areas open to the outside.

The tenant's uncontradicted evidence is that the bedroom in question was not reasonably useable from mid September to mid November because it could not be reasonably heated, given its exposure to the outside elements and lack of insulation.

The tenant also says that the windows installed in the room are too small and violate minimum square footage area required by code.

Mr. B.S. for the landlord says the landlord took reasonable steps to correct the problem and conducted the repair within a reasonable time.

Analysis

I have carefully examined the evidence and find that the repair of the failed wall and windows took much too long to accomplish. I consider that a reasonably efficient tradesperson would have attended to the complete repair within a week or ten days.

It is also apparent that the problem at this area of the building was one that had been known. When the framing was exposed it revealed a newer, pressure treated piece of lumber that had been installed sometime earlier, to shore up the disintegrating structure. I accept Mr. B.S.'s statement that this previous work was unknown to the current owner.

The remaining question is how significant the loss of the bedroom was to the tenant. Only he and his partner live in this four bedroom home. However, they each have a child who visits and would use a bedroom.

Having regard to all the circumstances, including the time of year, I consider that the loss of use of a heated room such as this would have resulted in only minor

inconvenience for the tenants. I award them \$200.00 for this loss, plus recover of the \$100.00 filing fee.

Regarding the new window sizing, while the tenant has asserted a code violation he has not proved it by reference to any applicable code or law and I dismiss that item of the claim. I would note that the tenants are free to pursue the matter with those who are in the business of code enforcement, namely a local government building inspector.

Conclusion

The tenants are entitled to a total award of \$300.00 and I authorize them to reduce their next rent due by \$300.00 in full satisfaction of the award.

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: December 11, 2018

Residential Tenancy Branch