



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OLC, RP, RR, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to have repairs done, comply with the *Act*, and reduce rent. The tenant also applied for a monetary order for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant and stated that she had not filed any evidence.

### **Issues to be decided**

Has the landlord fulfilled her responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to a rent reduction and the filing fee?

### **Background and Evidence**

The tenancy started in April 2019. The rental unit consists of 3-bedroom rancher which has an attached garage. The garage has been converted to a one-bedroom suite and is occupied by the landlord's mother and three other individuals who the landlord stated were residing there temporarily.

The rent is \$2,150.00 plus 75% of the utility bills. The tenant stated that her family consists of a total of three people and therefore her share of the utility bill should be 50% as there are 4 people residing in the garage.

The tenant stated that since the start of tenancy she has informed the landlord about certain issues, multiple times and the landlord has not acted on them. The tenant stated

that on one occasion, the occupants of the garage entered her suite and therefore she requested the landlord to install a lock on her side of the laundry room. The tenant stated that the landlord did not agree to do so.

A copy of the tenancy agreement was filed into evidence. As per this agreement the tenant is entitled to four parking spots on the driveway but is currently provided with three. The landlord agreed to move the vehicle that is currently occupying the fourth parking spot.

The tenant stated that one element on the stove is malfunctioning and she has requested the landlord to fix the element but as of the date of the hearing, it has not been repaired. The tenant provided copies of her text messages and emails to the landlord notifying her of the issues. The communications are dated April 16, 20, 25, 28 and June 03, 2019. When the landlord did not act on her requests the tenant made this application.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, addresses the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

Based on the testimony of both parties and the documents filed into evidence I order the landlord to carry out the following;

1. Install a lock in the door that is located between the laundry room and the rental unit, on the tenant's side of the door, within 2 weeks of receipt of this decision.
2. Provide the tenant with 4 parking spots immediately
3. Repair stove element within 2 weeks of receipt of this decision.
4. The tenant will pay 50% of all utility bills effective immediately.

The landlord would be wise to carry out the orders as stated above. I find it timely to put the landlord on notice that, if the orders are not carried out within the ordered timeframe, the record of these events would form part of the tenant's case should it again come before an Arbitrator, for consideration and the tenant may be entitled to receive a rent reduction.

Since the tenant has proven a portion of her claim, I award the tenant \$100.00 towards the recovery of the filing fee. The tenant may make a onetime deduction of \$100.00 from a future rent.

**Conclusion**

The tenant may make a one-time deduction of **\$100.00** from a future rent.  
The landlord must follow through with orders listed in this decision.

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 19, 2019

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Residential Tenancy Branch