



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, RR, OLC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to have the landlord make repairs to the rental unit, to be allowed to reduce rent for repairs, to have the landlord comply with the Act, and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

### Issues to be Decided

Should the landlord be ordered to make repairs to the rental unit?  
Are the tenant's entitled to a rent reduction for repairs?  
Should the landlord be ordered to comply with the Act?

### Background and Evidence

The tenancy began on March 1, 2019. Rent in the amount of \$2,100.00 was payable on the first of each month. A security deposit of \$1,050.00 was paid by the tenants.

The tenants testified that they seek to recover \$525.00 per month, which is 25% of their rent for 11 months that was due to a leak that was coming into the bathroom and making the carpet wet. The tenants stated that the problem commenced when they moved into the rental unit and was not fixed. The tenants seek to recover a rent

reduction in the amount of \$5,775.00. Filed in evidence are photographs showing a small area of the hallway carpet wet.

The tenants testified that there was also a mould issue in one of the three bedrooms in December 2019, and the landlord attended and had the mould cleaned; however, in March 2020, they discovered another leak, which the landlord had to cut a hole in the bedroom wall to determine there was a leak underneath the bathtub. The tenants stated that they understand the repair cannot be made at this time due to Covid. The tenant FF submits that they seek a rent reduction of \$625.00 per month as that they came to this calculation as that is their portion of the rent and they are seeking to recover the amount of \$1,875.00.

The landlord's agent testified that there were two separate leaks. The agent stated that the first leak was very hard to determined and they checked every visible source of water, which included the fixtures, leveling the bathroom floor and the checking the roof. The landlord stated that the repair was made in February 2020 and the bathroom was fully functional.

The landlord's agent testified that in December 2019, they were informed about mould on one of the walls in the bedroom. The agent stated they attended and had the mould removed. The agent stated they did not know the source of the mould because it could have been from anything and there was mould in the window sills, showing they had not been cleaned by the tenants which is the tenant's responsibility.

The landlord's agent testified that they are fully aware about the leak under the bathtub that came to their attention in March 2020, and they had someone attend and cut a small hole in the drywall that was approximately 12 X 12 inches. The agent stated this has no impact on the use of the bedroom and the hole was covered with plastic until the repair can be made. The agent stated they fully want to have the repaired made; however, it involves removing the ceiling in another rental unit to access the pipes. The agent stated that since this involves two different unit, and workers that it is making getting the repair completed difficult due to current Covid restrictions.

The landlord's agent testified that they have also already compensated the tenants because they agreed there would be no rent increase for the year 2020, which amounts to approximately \$700.00.

The tenants acknowledged they agreed that no rent increase would be given for 2020 due to the bathroom; however, they did not agree to that as compensation for the bedroom as this issue was still being discussed.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find it not necessary to make any repair orders against the landlord at this time. The landlord is fully aware of the issue that is underneath the bathtub and has taken reasonable steps to address the problem. Further, I accept that due to current state of emergency that this repair is challenging for the landlord as it involves the removal of a ceiling in another rental unit and getting workers to attend two separate units. I am satisfied the landlord will make the repair when it is safe to do so.

I find the tenants credibility an issue. The tenants made an application claiming \$5,775.00, for compensation for the bathroom, yet they failed to disclose in their application and in their testimony that they had made a prior agreement with the landlord that no rent increase would be given for 2020 in leu of compensation. I find that agreement is binding on the parties. Therefore, I dismiss this portion of the tenants' claim.

In this case, tenant FF seeks the return of their portion of rent of \$625.00 per month; however, that equals 30% of the entire rent. I find that unreasonable because FF had full access to the rental unit, which included the kitchen, bathroom, living room and their bedroom is still useable. While I accept there is a small hole in the drywall which is covered; however, this is temporarily until the repair to underneath the bathtub can be made, I find temporary inconvenient is not ground for compensation. Therefore, I find the tenants are not entitled to a rent reduction for the bedroom.

Further, I find the rent increase the tenants would have received for the year 2020 of \$54.60, but did not receive due to these issue, is adequate compensation as these are minor in nature, and temporary inconvenience does not justify a rent decrease that equals 54.76% of the rent, which is the claim before me ( $525 + 625 = 1,150$ ) ( $1,150$  of  $2,100 = 54.76\%$ ).

Based on the above, the tenants' application is dismissed without leave to reapply. The tenants are not entitled to recover the cost of the filing fee.

Conclusion

The tenants' application is dismissed without leave to reapply.

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 22, 2020

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Residential Tenancy Branch