



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prang Holdings Ltd. c/o Pacific
Quorum and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PSF RP RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

ML, agent for the landlord, represented the landlord in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant's application and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord duly served with the tenant's application and evidence. The landlord did not submit any written evidence for this hearing.

At the outset of the hearing, both parties confirmed that this tenancy had ended on January 31, 2021. As the tenancy has ended, the tenant's application was cancelled with the exception of the request for the return of a portion of the tenant's rent.

Although the tenant had applied for a rent reduction of \$2,475.00 in their initial claim, the tenant confirmed that the original claim did not include the month of January 2021. The tenant testified that she was still residing in the temporary suite until the end of the tenancy. RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute

Resolution was made. On this basis, I have accepted the tenant's request to amend their original application from \$2,475.00 to \$3,300.00 to include the month of January 2021 in her claim.

Issues

Is the tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began on October 1, 2018, with monthly rent set at \$1,100.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$550.00, which was returned to the tenant at the end of the tenancy.

The tenant provided documentary evidence as well as sworn testimony to support that she had experienced multiple floods that have affected the use of her rental unit during this tenancy. The tenant testified that a flood had taken place in December of 2019, September of 2020, and October of 2020. The tenant testified that due to the level of water damage the landlord had to perform repairs, that were still not completed by the time she had moved out.

The landlord had provided the tenant a temporary suite to reside in while the repairs were being completed. The tenant testified that despite the fact that she was still paying the full monthly rent of \$1,100.00, the temporary suite that was provided to her was of sub-standard condition. The tenant testified to the inconvenience of the dealing with the multiple floods, which the tenant attributes to the landlord's failure to address the underlying plumbing issues.

The tenant testified that the temporary suite also required repairs, and had visible signs of damage, including an odour. The tenant testified that she experienced a significant loss in the value of the tenancy agreement, and is requesting a rent reduction in the amount of 75% of the rent for the months of October 2020 through to January 2021.

Analysis

Section 65(1)(c) and (f) of the *Act* allow me to issue a monetary award to reduce past rent paid by a tenant to a landlord if I determine that there has been “a reduction in the value of a tenancy agreement.”

I have reviewed and considered the evidence and testimony before me. On preponderance of all evidence and balance of probabilities I find that she had experienced a significant reduction in the value of the tenancy agreement as supported by the evidence submitted for this application. I find the tenant's request for a 75% rent reduction for the months of October 2020 through to January 2021 to be reasonable as the tenant had to deal with multiple incidents during this tenancy, and the repairs remained outstanding at the time the tenant had moved out. Accordingly, I allow the tenant's application for the rent reduction requested.

Conclusion

I allow the tenant's application for a rent reduction in the amount of \$3,300.00. The tenant is provided with a Monetary Order in the amount of \$3,300.00, and the landlord must be served with **this Order** as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The remaining portions of the tenant's application are cancelled.

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: February 23, 2021

Residential Tenancy Branch