Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, OLC, MNDCT, RP, RR, LRE, PSF, MNRT

Introduction

This hearing was reconvened from an adjourned hearing originally scheduled for September 3, 2020, and which was then adjourned to October 19, 2020, December 15, 2020, and February 18, 2021 due to lack of time to complete the hearings on the scheduled dates.

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

- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act.*

Both parties were represented by their respective counsel in this hearing, and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Preliminary Issue—Tenant's Application for Repairs

At the hearing held on February 18, 2021, counsel for the landlord raised an issue with the tenant's application, and objected to the consideration of the tenant's request for an order for repairs other than the issue with the storage referenced in the tenant's

application. Counsel stated that the tenant was vague and unclear about the additional orders requested in the hearings. Counsel noted that no amendments have been filed by the tenant to add additional claims.

Counsel for the tenant pointed out that the tenant made reference to outstanding issues in the tenant's evidence package, as well as in the monetary claim. Counsel noted that although no amendments have been filed by the tenant, RTB Rules of Procedure does allow for amendments where the amendment can reasonably be anticipated.

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.

Rule 4.6 states the following:

***As soon as possible**, copies of the Amendment to an Application for Dispute Resolution and supporting evidence must be produced and served upon each respondent by the applicant in a manner required by the applicable Act and these Rules of Procedure.*

The applicant must be prepared to demonstrate to the satisfaction of the arbitrator that each respondent was served with the Amendment to an Application for Dispute Resolution and supporting evidence as required by the Act and these Rules of Procedure.

It was undisputed that the tenant did not provide the landlord or the RTB with an Amendment to their Application for Dispute Resolution. The tenant referenced an outstanding issue with the leaking water from her bathtub faucet during each hearing, and in relation to the request for a rent reduction and monetary claim. The tenant also noted in the hearings that the "ceiling leaks". The tenant stated in her application that she was requesting repairs to the exterior door of the utility room in compliance with the agreement made at a previous hearing held on July 4, 2019. The tenant also made a reference to repairs not completed by the landlord in her statement as follows: "the landlord admits he will not fix what he is required to fix by law".

Although no formal amendments have been filed by the tenant in accordance with Rule 4.6, counsel for the tenant requested an amendment in accordance with Rule 4.2 to include the tenant's request for other repairs such as the leaking bathtub faucet and leak in the ceiling.

In consideration of the tenant's request to include the amended items, I note that both parties addressed and responded to the tenant's submissions related to the repairs in multiple hearings as well as their written materials, and counsel did not raise the objection until the closing submissions on February 18, 2021. I also note that I have

reviewed my notes from the hearing held on October 19, 2020, and I find that the issues and orders requested by the tenant were confirmed at the commencement of that hearing with both parties present, including the repairs that the tenant did not feel were completed in accordance with the *Act.* At that hearing the tenant noted that the hot water was leaking from the bathtub, and the landlord had addressed this repair by installing a valve on the hot water tank. The tenant noted that this solution was not adequate as this valve controls the hot water in the entire unit. The landlord responded that due to asbestos concerns that this was the only solution, and it fulfilled the landlord's obligations to repair. The tenant also noted that the ceiling was leaking, and was concerned about the structural integrity of the ceiling as well as the possibility that asbestos was falling on the tenant's belongings.

I have considered the submissions of both parties about the inclusion of the other repair requests made by the tenant and I find it clear that the landlord was well aware of the issues raised in the tenant for their application, and the corresponding requests for repairs. I find that these issues were referenced frequently in the tenant's evidentiary materials and in the hearings, and was included in the outstanding issues that were clarified at the beginning of the hearing held on October 19, 2020. I find that the issues were addressed in each subsequent hearing, and it was clear to both parties the tenant was requesting repairs, including repairs to the bathtub faucet and the ceiling. I find that the landlord had an opportunity to respond to the tenant's requests, testimony, and evidence, which the landlord did. I find that the landlord provided very detailed and specific testimony in relation to the tenant's requests for repairs, including the repair to the bathtub faucet and ceiling.

I have given consideration to the principle of natural justice and fairness, and the fact that the respondent must know the case against them. In consideration of the issues brought up in the hearing related to the request for repairs, I do not find that the landlord would be prejudiced by allowing the consideration of these issues. I find that although the tenant did not list the specific repairs in their application, the tenant did raise the issue that "the landlord admits that he will not fix what he is required to fix by law". I find it clear that the tenant is making a request for the landlord to address outstanding repairs in this tenancy and I find that the landlord is aware of these specific requests, regardless of the landlord's position that these requests have been addressed. On this basis, I do not find that the consideration of these requests to be unanticipated nor prejudicial to the landlord, and I exercise my discretion under Rule 4.2 to amend the tenant's application to include the tenant's repair requests associated with the bathtub faucet and the ceiling.

Issues

Is the tenant entitled an order to suspend or set conditions on the landlord's right to enter the rental unit?

Is the tenant entitled an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order to the landlord to provide services or facilities required by law?

Is the tenant entitled to an order requiring the landlord to make repairs to the rental unit?

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

Is the tenant entitled to a monetary compensation for money owed under the *Act,* regulation, or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

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 March 15, 2012 with monthly rent currently set at $740.95, payable on the first of every month. The landlord collected a security deposit in the amount of $350.00, which they still hold.

At the beginning of the hearing held on October 19, 2020, the tenant stated that they were withdrawing their monetary claim of $50.00 for the flower pot. The tenant also corrected their monetary claim of $423.73 for the gas bill, and noted that the amount they were seeking was $373.73. As neither party was opposed, these portions of the tenant's application were amended to reflect the tenant's requests.

The tenant is seeking the following monetary claims as set out below:

Item	Amount
Compensation for removal of trailer	$1,300.00

Rent Reduction for loss of use of storage and front parking ($50.00x 13 months)	650.00
Continued Rent reduction of $40.95/month for water leak	40.95
Gas Bill Increase	373.73
Compensation for cleaning of hot water tank	198.49
Filing Fee	100.00
Total Monetary Order Requested	**$2,663.17**

Both parties attended a previous hearing held on July 4, 2019. In the decision dated July 5, 2019, the Arbitrator noted the following agreements made by both parties:

1. Within two weeks, the landlord will replace the exterior door of the utility room with a new good quality exterior door and lock to which each of the tenant and the landlord shall have a key; and
2. The landlord may have reasonable access to the utility room without notice to the tenant for reasonable maintenance purposes.

The Arbitrator also made the following finding about the tenant's trailer:
I therefore grant the landlord an order pursuant to section 62(3) requiring the tenant to remove the trailer from the common areas of the building in which the unit is located on or before 1:00 PM on July 31, 2019."

The tenant requested compensation in the amount of $1,300.00 for the removal of the trailer. The landlord responded that the trailer was removed as ordered by the Arbitrator at the previous hearing, and the tenant is not entitled to compensation for this.

The tenant confirmed that the landlord did perform a repair to the door of the shed, but notes that there is still a rat infestation, putting the tenant's belongings at risk. The tenant testified that there is a large hole where rats can enter freely, and have invaded the tenant's car. The tenant expressed her concern about the lack of storage facility, which was included as a material term of the tenancy agreement.

The tenant testified that she would like the use of the front parking spot, and a rent reduction for her inability to use it as well as for the reduction in storage facility.

The landlord responded that the written tenancy agreement only provides for one parking spot, which the tenant currently has access to. The landlord responded that the tenant has been provided to storage facilities as allowed under the tenancy agreement.

The tenant testified that there were many outstanding repairs, including the leaking bathtub faucet and ceiling. The tenant testified that bathtub faucet started leaking slowly

and in mid-November 2019 the tenant made a request for the landlord to repair the bathtub faucet. The tenant testified that the drip had progressed to a full-on leak. The tenant testified that the landlord did not repair the problem directly, but in February 2020 instructed the tenant to shut the hot water off to address the problem. The tenant testified that ever since she has had to use the valve on the hot water tank, which prevents the tenant from using hot water in the entire rental unit when off as the valve controls the hot water for the entire rental unit. The tenant testified that this has caused her hot water bill to increase significantly as well. The tenant is requesting monetary compensation for the increased gas bill, as well as a rent reduction, and an order that the landlord perform proper repairs.

The landlord responded that they were concerned about the possibility of asbestos and associated liability. The landlord testified that the current solution deals with the issue, and repairs cannot be performed until the unit is vacant. The landlord also disputes the gas bill, stating that the increase is due to a billing error, and not the hot water usage. The landlord also notes that the tenant's gas bill is billed under an "equal payment plan", and does not reflect her actual monthly usage. The landlord argued that the tenant has not provided sufficient evidence to support that the water leak has impacted her utility bill.

The tenant noted that there is a leak in the ceiling, which the landlord has not addressed. The tenant is concerned that the ceiling would cave in, as well as cause damage to her personal belongings. The landlord responded that there is a water stain from a previous leak that was repaired, but that there is no actual damage to the ceiling or structure. The landlord disagrees that there is an outstanding repair that needs to be addressed.

The tenant requested reimbursement of $198.49 paid to clean the hot water tank. The landlord disputes this claim, stating that they did not authorize this, nor does it fall under emergency repairs.

The tenant is also seeking an order for the landlord to give proper notice to enter the rental unit for repairs, or to light the hot water tank. The tenant is concerned that the landlord has invaded the tenant's privacy. The tenant testified that as recent as February 2020, the landlord attended her rental unit without notice and entered the rental unit through the back door to look at the hot water tank. The landlord responded that this issue was addressed at the previous hearing, and that the landlord was granted reasonable access to the utility room without notice where the hot water tank located "for reasonable maintenance purposes."

The tenant also expressed concern about excessive noise, harassment, and disturbance from the upstairs tenants and their guests. The tenant and her son testified about the noise, which they testified took place even late at night. The tenant's son testified that he has been awoken at 12:00 a.m. by the noise which includes banging, and stomping. The tenant's son testified that he had attempted to mitigate the issue by addressing the issue with the upstairs tenants and wearing earplugs. The tenant testified that despite their requests to the landlord, the landlord has not properly addressed the issue. The tenants deny that the noise is reasonable nor normal living noises in an older home. The tenants feel that the landlord has dismissed their concerns.

The upstairs tenant VV attended to testify that her granddaughter do visit, but after being notified of the issue, they have attempted to reduce the frequency of the visits, and have the granddaughter play outside. VV testified that the noise was just normal living noise, and that they have not intentionally disturbed the tenant. VV testified that there have been ongoing disputes with the downstairs tenant. The landlord testified that they have exhausted their options in trying to deal with the matter, and that they have done everything they could.

Analysis

Section 32 of the *Act* reads in part as follows:

> ***32*** *(1) A landlord must provide and maintain residential property in a state of decoration and repair that*
>
> > *(a) complies with the health, safety and housing standards required by law, and*
> >
> > *(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant...*
>
> *(4) A tenant is not required to make repairs for reasonable wear and tear.*
>
> *(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement...*

It is disputed by both parties that the bathtub faucet has a significant leak, which has not been repaired directly. The landlord cited concerns about possible asbestos that would necessitate that the unit be vacated before repairs can be performed to the faucet. The landlord states that the remedy provided addresses the issue. The tenant testified that

the remedy is for the tenant to shut off the hot water with a valve that controls the hot water to the entire rental unit. The tenant testified that this prevents them from using the hot water in their rental unit as intended, and that the leak has also impacted their utility bills.

Based on the testimony of both parties, and the written evidence before me, I find that although the landlord did address the tenant's concern about the leaking bathtub faucet, I am not satisfied that the repair has been completed in a manner that complies with section 32(1) of the *Act.*

Despite the landlord's concerns that a proper repair would disturb the asbestos in the home, I find that the landlord has failed to provide sufficient evidence to support this concern. Furthermore, I find that the remedy provided by the landlord is not a permanent repair, and that this temporary fix has reduced the tenant's ability to enjoy and live in their rental unit.

I also note that this kind of repair would fall within the category of emergency repairs as defined in the following portion of section 33 of the *Act*:

> ***33*** *(1)In this section,* ***"emergency repairs"*** *means repairs that are*
>
> *(a)urgent,*
>
> *(b)necessary for the health or safety of anyone or for the preservation or use of residential property, and*
>
> *(c)made for the purpose of repairing*
>
> *(i)major leaks in pipes or the roof,*
>
> *(ii)damaged or blocked water or sewer pipes or plumbing fixtures,*
>
> *(iii)the primary heating system,*
>
> *(iv)damaged or defective locks that give access to a rental unit,*
>
> *(v)the electrical systems, ...*

Although the tenant did not file an application under section 33, the landlord is expected to fulfill their obligations under this section of the *Act,* which I find the landlord has not.

Given the testimony and evidence before me, I order the landlord to retain the services of licensed tradespeople to inspect and, as required, repair the bathtub faucet on or before March 31, 2021.

In the case that repairs to the bathtub faucet cannot be performed due to a possibility of asbestos contamination I order the landlord to retain the services of a licensed asbestos remediation or testing company to inspect and test the area to confirm whether repairs

can be completed while the unit is tenanted. I order that the landlord complete this testing by April 15, 2021.

In the case that the repairs cannot be completed due to possible asbestos contamination, I order that the landlord obtain a written report of the above-noted inspection by the licensed company confirming this, and provide a copy of this report to the tenant within one week of the landlord having received this report.

The tenant also requested repairs to the ceiling and to the storage shed. In light of the evidence before me, I am not satisfied that there is an active leak that is causing damage to the ceiling. The landlord testified that the repair had been completed, and that the ceiling is stained. I do not find that any order is necessary for further repairs to the ceiling.

I accept the landlord's testimony that the door to the storage shed has been completed. The tenant testified that rodents are entering the shed, causing damage to the tenant's property. Attaching responsibility for problems of this type is exceedingly difficult, especially considering the fact that rodents are a problem in many residential properties. I am not satisfied that the landlord has failed in their obligations in dealing with this matter. Accordingly, I dismiss the tenant's application for repairs related to the storage shed without leave to reapply.

The tenant requested a monetary order for the higher utility bill associated with the hot water usage, as well as a rent reduction.

Under the *Act*, a party claiming a loss bears the burden of proof. In this matter the tenant must satisfy each component of the following test for loss established by **Section 7** of the Act, which states;

Liability for not complying with this Act or a tenancy agreement

> ***7*** *(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*
>
> *(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

The test established by Section 7 is as follows,

1. Proof the loss exists,

2. Proof the loss was the result, *solely, of the actions of the other party (the landlord)* in violation of the *Act* or Tenancy Agreement

3. Verification of the actual amount required to compensate for the claimed loss.

4. Proof the claimant (tenant) followed section 7(2) of the *Act* by taking *reasonable steps to mitigate or minimize the loss*.

Therefore, in this matter, the tenant bears the burden of establishing their claim on the balance of probabilities. The tenant must prove the existence of the loss, and that it stemmed directly from a violation of the tenancy agreement or a contravention of the *Act* on the part of the other party. Once established, the tenant must then provide evidence that can verify the actual monetary amount of the loss. Finally, the tenant must show that reasonable steps were taken to address the situation to *mitigate or minimize* the loss incurred.

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."

In this matter the tenant bears the burden to prove that it is likely, on balance of probabilities, that facilities listed in the tenant's application were to be provided as part of the payable rent from which its value is to be reduced. I have reviewed and considered all relevant evidence presented by the parties. On preponderance of all evidence and balance of probabilities I find as follows.

Section 27 Terminating or restricting services or facilities, states as follows,

27 (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.

I find that for the purposes of this matter pursuant to Section 27(2)(b) and 65 that the use of hot water is a qualifying **service or facility** stipulated in the **Definitions** of the *Act*.

As a result of the remedy the landlord has provided the tenant to deal with the bathtub faucet, I find that the tenant has not had proper access to the use of the hot water in the suite for a significant period of time. As of the last hearing date, the repair to the bathtub had still not been completed, and the tenant was still required to turn the valve off to the hot water tank. I find that this "repair" has caused the tenant a reduction in the value of the tenancy agreement as use of hot water is an essential part of the tenancy agreement. Although the tenant still has access to hot water, the use of this facility has been restricted. The tenant states in her application that in February 2020 the landlord showed her how to turn off the hot water instead of repair the bathtub faucet directly, and the tenant has been doing this ever since. Accordingly, I find that the tenant is entitled to a rent reduction.

On preponderance of the evidence and the totality of factors comprising a *tenancy agreement* I find that a rent reduction of $40.95 per month is reasonable. I am ordering a retroactive rent reduction of $40.95 per month for the period from February 1, 2020 until March 31, 2021. This results in a monetary award of **$573.30** (14 months @ $40.95 per month = $573.30). I order that from April 1, 2021 until the landlord has repaired the bathtub faucet and the tenant has use of the hot water in the rental unit without having to turn on and off the valve for the hot water tank, I allow the tenant to continue to reduce their monthly rent by $40.95.

The tenant requested reimbursement of her utility bill for the increased hot water usage. As noted above, the burden of proof falls on the applicant to support their claim. Although the tenant believes that the hot water usage has increased, and is reflected in the bills, I am not satisfied that the tenant has met the burden of proof to support their claim in the amount requested. Accordingly, I dismiss the tenant's monetary claim for reimbursement of her utility bill without leave to reapply.

The tenant also requested a rent reduction related to the parking and storage. I have reviewed the evidence and testimony before me, and I find that the tenancy agreement allows the tenant use of storage facilities and one parking spot. Although the expectation of the tenant has not been met, I find that the landlord has provided the tenant with these facilities. Accordingly, I dismiss the tenant's application for a rent reduction for these facilities without leave to reapply. I am not satisfied that the landlord has denied the tenant access to these facilities, and decline to make any further orders in relation to them.

The tenant also filed a monetary claim related to the trailer that was removed. I find that the trailer was removed in accordance with an order by an Arbitrator, and not due to any contravention of the *Act.* Accordingly, I dismiss this portion of the tenant's monetary claim without leave to reapply.

The tenant filed a monetary claim for reimbursement of repairs to the hot water tank. A tenant may make a monetary claim for emergency repairs undertaken on the condition that the following steps are followed:

Section 33 (5) of the *Act* states that

> (5) A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant
>
> > (a) claims reimbursement for those amounts from the landlord, and
> >
> > (b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.
>
> (6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:
>
> > (a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;
> >
> > (b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b)…

I am not satisfied that the tenant is entitled to reimbursement under emergency repairs, nor am I satisfied that the tenant suffered this loss due to the landlord's deliberate or negligent actions. I find that the tenant chose to undertake this repair without the prior permission of the landlord, and the landlord had never agreed to reimburse the tenant for this expense. Accordingly, I dismiss this portion of the tenant's monetary claim without leave to reapply.

The tenant requested an order restricting or setting conditions on the landlord's right to enter tenant's rental unit. On July 5, 2019, an Arbitrator made the following order: "The landlord may have reasonable access to the utility room without notice to the tenant for reasonable maintenance purposes".

Section 29 of the *Act* prohibits the landlord's right to enter the rental suite except with proper notice or the tenants' permission. The landlord's right to enter a rental unit is restricted, and the landlord must not enter unless:

> (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

(i) the purpose for entering, which must be reasonable;

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

(d) the landlord has an order of the director authorizing the entry;

(e) the tenant has abandoned the rental unit;

(f) an emergency exists and the entry is necessary to protect life or property.

I am not satisfied that the landlord had entered the tenant's rental unit contrary to the Act and the previous order of the Arbitrator. In light of the evidence and testimony before me, I am not satisfied that the tenant has provided sufficient evidence to support any contravention of the *Act* or an Order by the landlord. For these reasons, I dismiss this portion of the tenant's application without leave to reapply.

The tenant and her son testified to ongoing disturbance, noise, and harassment from the tenant upstairs tenants and their guests. Both parties called witnesses to testify to the issues referenced in the tenant's application. Based on the disputed testimony before me, I find that the evidence does support ongoing conflict between the tenants.

In terms of the noise, I find that the level of quiet enjoyment is significantly reduced due to the nature of the living space and construction of the home. Although I accept the testimony of the tenant and her son that they have been disturbed by the noise originating from the upstairs tenant and their guests, I am not satisfied that there has been any breach of the tenancy agreement of the *Act*. The upstairs tenant attended the hearing and testified under oath that they have attempted to mitigate the issues brought forward by the tenant, and gave examples of how they did this such as reducing the number of visits and having the grandchildren play outside. I am satisfied that the upstairs tenants are aware of the concerns of the tenant, and in light of the evidence before me I am not satisfied that there has been an intentional infraction of a legal right or beach of the *Act* or tenancy agreement by the tenants upstairs, and on this note I am not satisfied that the landlord has failed to meet their obligations. Accordingly, I dismiss this portion of the tenant's application without leave to reapply.

As the filing fee is normally awarded to the successful party after a hearing, and the tenant was only partially successful in his claim, I allow the tenant to recover half of the filing fee. The tenant may choose to give effect to this monetary award by reducing a future monthly rent payment by $50.00.

Conclusion

I order the landlord to retain the services of licensed tradespeople to inspect and, as required, repair the bathtub faucet on or before March 31, 2021.

In the case that repairs to the bathtub faucet cannot be performed due to a possibility of asbestos contamination I order the landlord to retain the services of a licensed asbestos remediation or testing company to inspect and test the area to confirm whether repairs can be completed while the unit is tenanted. I order that the landlord complete this testing by April 15, 2021.

In the case that the repairs cannot be completed due to possible asbestos contamination, I order that the landlord obtain a written report of the above-noted inspection by the licensed company confirming this, and provide a copy of this report to the tenant within one week of the landlord having received this report.

I allow the tenant to recover half of the filing fee for this application.

I am ordering a retroactive rent reduction of $40.95 per month for the period from February 1, 2020 until March 31, 2021. This results in a monetary award of **$573.30** (14 months @ $40.95 per month = $573.30). I order that from April 1, 2021 until the landlord has repaired the bathtub faucet and the tenant has use of the hot water in the rental unit without having to turn on and off the valve for the hot water tank, I allow the tenant to continue to reduce their monthly rent by $40.95.

I allow the tenant to implement the above monetary awards by reducing a future monthly rent payment by $623.30. In the event that this is not a feasible way to implement this award, the tenant is provided with a Monetary Order in the amount of $623.30 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 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: March 17, 2021

Residential Tenancy Branch