



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, RP, LRE, OLC, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order reducing rent for repairs, services or facilities agreed upon but not provided; an order that the landlord make repairs to the rental unit or property; an order limiting or setting conditions on the landlord's right to enter the rental unit; an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

The tenant and an agent for the landlord attended the hearing and each gave affirmed testimony and provided evidentiary material in advance of the hearing. The parties were given the opportunity to question each other.

The landlord's agent indicated during the course of the hearing that not all evidence provided by the tenant to the Residential Tenancy Branch was provided to the landlord, however all of the evidence referred to in the tenant's testimony has been received by the landlord.

The law requires that any evidence that a party wishes to rely on must be provided to the other party, and all evidence provided for this hearing except the evidence not provided to the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the tenant established that rent should be reduced for repairs, services or facilities agreed upon but not provided?

- Has the tenant established that the landlord should be ordered to make repairs to the rental unit or property?
- Has the tenant established that the landlord's right to enter the rental unit should be limited or allowed conditionally?
- Has the tenant established that the landlord should be ordered to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

The tenant testified that this month-to-month tenancy began on December 1, 2003 and the tenant still resides in the rental unit. There is no written tenancy agreement, however rent in the amount of \$875.00 was originally payable on the 1st day of each month, which has been increased over time and is now \$1,323.00, and there are no rental arrears. At the outset of the tenancy the tenant paid a security deposit in the amount of \$400.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a 4-storey building.

The tenant further testified that there are no repairs remaining to be completed, however some items need replacing, such as:

- carpet throughout,
- 2 bathroom vanities,
- cabinet doors,
- the pantry door,
- utility door and
- guest bathroom door.

Numerous photographs have been provided for this hearing. The tenant testified that the cabinet doors in the kitchen don't stay closed; the tenant put latches on them. The façade is warping and some doors are wearing, stained and faded around the edging. Doors are old, dry and splintering at the top and bottom and some on the sides. The plywood is worn and warped inside the vanity cabinets. Some doors could be painted, including the utility door, but some cannot be painted due to their condition.

The tenant also testified that a leg on the vanity in one of the bathrooms is rusting, and the moisture has caused the wood to swell, paint to come off and water has seeped into the wood. The original wall paper is inside the vanity. The inside of the door of the cabinet shows discoloring, which might be mold. The tenant hasn't bleached it concerned that it may damage the cabinet because it's porous.

The vanity in the master bedroom is 50 years old and showing wear; the tenant wants it replaced. The bottom of the cabinet is warped and stained, the doors are worn, laminate is falling apart and the countertop is coming apart from the wall. Doors and drawers are rounded from use, and the vanity doors are worn and chipping. It's outlived its useful life, and the tenant referred to Residential Tenancy Policy Guideline #40 - Useful Life of Building Elements.

The tenant requested to have windows repaired, which has become an issue with timeliness and scheduling. The tenant wants a better system from the property manager to commit to repairs.

During the course of her testimony, the tenant testified that she also seeks monetary compensation for loss of quiet enjoyment, but was advised that since there is no application before me to deal with that, the tenant testified that she seeks a reduction by half of the monthly rent until all repairs are completed and for 6 months beyond that, to replace the request for compensation.

The landlord's agent (hereafter referred to as the landlord) testified that the landlord has tried to work with the tenant. The landlord agreed to replace the carpet in June, 2021, but the requests continued to expand and the landlord has been very accommodating. The landlord has not yet made plans for the carpet replacement, waiting until this hearing has concluded to ensure that the landlord can get it all done at one time.

The landlord has also agreed to replace the main bathroom countertop, and all drawer fronts in the kitchen and 2 bathrooms, as well as the façade panel in both bathrooms and the kitchen.

The landlord will also paint remaining bathroom vanity doors to match the new drawer fronts, as well as the inside of the doors.

The doors inside the cupboard in the kitchen is not attractive, but some that don't get used often are in reasonable condition. The landlord will repair and paint cupboard doors, as well as the utility and linen closet doors.

The landlord can schedule work with tradespeople to repair a window, but the landlord cannot guarantee when the work will be completed.

The tenant's initial notice of dispute claimed \$300.00 and the landlord has attended to those items, and therefore the tenant is not entitled to that claim. Also, the landlord had

no prior knowledge of the tenant asking for a reduction of half the rent and has had no ability to prepare for that.

As for the tenant's testimony about wanting a better system from the property manager to commit to repairs, the landlord testified that the property manager takes his job very seriously, is very capable and tries extremely hard. He is not derelict of his duties, but bends over backward, continuing to follow-up with tradespeople.

Analysis

The landlord testified that the tenant's initial notice of dispute claimed \$300.00 and the landlord has attended to those items, and therefore the tenant is not entitled to that claim. The landlord also testified that the list of items that the tenant wanted the landlord to attend to kept expanding. I agree, considering the tenant's testimony that the tenant now claims compensation, and when that didn't work, the tenant claims half the rent for 6 months.

The emails show that on September 5, 2019 the tenant requested new carpet, and the landlord responded on September 20, 2019 stating that the request was denied due to damages caused by the tenant's cat. Other requests were made by the tenant and the parties exchanged emails in an effort to settle. On June 3, 2021 the landlord acknowledged the tenant's requests for a bathroom fan, carpet, windows, painting, kitchen and bathroom countertops and cabinets. On June 16, 2021 the landlord emailed the tenant confirming that the fan was repaired and painting was scheduled, and again acknowledges installation of new carpet, and asks if anything else is in need of repair, to which the tenant replied on June 25, 2021 that painting and the fan were complete, but a window is difficult to open.

Given that the landlord attended to all of the items prior to the hearing that the tenant initially asked for, I am not satisfied that the tenant has established any loss or negligence by the landlord, and I dismiss the tenant's claim to reduce rent.

Policy Guideline #1 – Landlord & Tenant – Responsibility for Residential Premises states that the landlord is responsible for ensuring that rental units and property meet health, safety and housing standards established by law, and are reasonably suitable for occupation given the nature and location of the property. Further, the *Act* states that:

2 (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.

In the circumstances, I find that the repairs and replacements agreed by the landlord complies with the health, safety and housing standards required by law, and having regard to the age and character of the rental unit, makes it suitable for occupation by the tenant. I order the landlord to make the repairs/replacements agreed to in the hearing:

- replace carpet throughout;
- replace the main bathroom countertop;
- replace all drawer fronts in the kitchen and 2 bathrooms;
- replace the façade panel in both bathrooms and the kitchen;
- paint remaining bathroom vanity doors to match the new drawer fronts, as well as the inside of the doors;
- repair and paint cupboard doors in the kitchen; and
- repair and paint the utility and linen closet doors.

The tenant led no evidence with respect to any reasoning for limiting or setting conditions on the landlord's right to enter the rental unit, and I dismiss that portion of the tenant's application.

The tenant's claim for an order that the landlord comply with the *Act* or the tenancy agreement deals with timeliness for the landlord to attend to required repairs. Numerous email messages have been provided for this hearing from the tenant and from the landlord. The tenant testified that the on-call property manager seems to be able to get things done quicker than the full-time manager. The landlord testified that the on-call manager usually passes requests on to the full-time manager to deal with, and he is very capable and committed.

I am not satisfied that the tenant has established that the landlord has not been complying with the *Act* or the tenancy agreement with respect to timeliness of completing repairs, and I dismiss the tenant's application for an order that the landlord comply with the *Act*, regulation or tenancy agreement.

Since the landlord has agreed to make the repairs, and the tenant has not been successful with the balance of the application, I decline to order that the tenant recover the filing fee from the landlord.

Conclusion

For the reasons set out above, and by consent, I hereby order the landlord to make the following repairs to the rental unit:

- replace carpet throughout;
- replace the main bathroom countertop,
- replace all drawer fronts in the kitchen and 2 bathrooms,
- replace the façade panel in both bathrooms and the kitchen.
- paint remaining bathroom vanity doors to match the new drawer fronts, as well as the inside of the doors.
- repair and paint cupboard doors in the kitchen;
- repair and paint the utility and linen closet doors.

The balance of the tenant's application is hereby dismissed.

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: August 17, 2021

Residential Tenancy Branch