



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, RP, RR

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the Landlord’s compliance - Section 62;
2. An Order for repairs - Section 32; and
3. An Order for a rent reduction - Section 65.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on January 14, 2022 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. The Tenant provides the tracking number for the registered mail as set out on the cover page of this decision. Given the evidence of registered mail I find that the Landlord is deemed to have received the Hearing Package on January 19, 2022. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to an order for repairs, the Landlord’s compliance and a past and future rent reduction?

### Background and Evidence

The tenancy started in 2003. Rent of \$675.00 is payable on the first day of each month. The ceiling started to leak approximately 10 years ago. The leak occurs with heavy rainfall or snow build-up. The leak has damaged the ceiling and the carpet. The Landlord has been asked repeatedly to make repairs and while the Landlord has come to look at the leak the Landlord has done nothing to repair the leak, the damaged ceiling and the damaged carpet. The carpet is around 40 years old, was present at the outset of the tenancy and has never been replaced. The Tenant provides a copy of a demand letter dated December 6, 2021 to the Landlord setting out the request for repairs from the ongoing leak. The letter gives the Landlord to January 1, 2022 to make the repairs. The Landlord has not made any repairs.

The Tenant seeks repairs to be completed no later than April 14, 2022 as follows:

- Inspect the source of the leak and make any required repairs to stop the leak;
- Make repairs to the ceiling; and
- Replace the carpet.

The Tenant also seeks compensation of \$150.00 for the months of January, February, March and April 2022 in the total amount of \$600.00 for the Landlord's failure to make repairs. Should the Landlord fail to make repairs by April 14, 2022 the Tenant seeks ongoing compensation of \$150.00 monthly until the repairs are completed.

### Analysis

Section 32(1) of the Act provides that 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.

Section 62(3) of the Act provides that the director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies. Based on undisputed evidence that the Tenant's unit has a leak from the ceiling, that the Landlord has been informed of this leak for several years and that the Landlord has done nothing to repair the leak I find that the Landlord is not in compliance with their obligations to maintain the unit to make it suitable for occupation. I therefore order the Landlord to inspect the unit and the building for the source of the leak as soon as possible and make required repairs to the leak no later than April 14, 2022. Based on the undisputed evidence that the leak has damaged the ceiling I order the Landlord to repair the ceiling no later than April 14, 2022.

Policy Guideline #40 sets the useful life of carpets at 10 years. Based on the undisputed evidence of damage to the carpet from the leak and given the age of the carpet I consider that no portion of the carpet has any remaining value and requires replacement. I therefore order the Landlord to replace the carpet in the unit no later than April 14, 2022.

Section 65(1)(f) of the Act provides that if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement. Based on undisputed evidence that the Landlord failed to maintain the unit and make timely repairs to the leak following a written demand for repairs, as I consider that the time given for those repairs was reasonable, and based on the undisputed evidence that the lack of repairs has caused a loss in the value of the tenancy I find that the Tenant is entitled to **\$600.00** for the period January to April 2022 inclusive. The Tenant may deduct this amount from future rent payable as may be determined by the Tenant in full satisfaction of this entitlement. Should the Landlord not have the repairs done by April 30, 2022 I also order the Tenant to deduct **\$150.00** from the rent for May 2022 and for each first day of

each month thereafter where the Landlord has not completed the repairs by the last day of the preceding month.

Conclusion

The Landlord is ordered to conduct an inspection for a leak, to make repairs to the source of the leak, to repair the ceiling and to replace the carpet.

I grant the Tenant an order under Section 67 of the Act for **\$600.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

The Tenant is granted a future ongoing monthly rent reduction of \$150.00 should the Landlord fail to complete the repairs by April 14, 2022.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 30, 2022

---

Residential Tenancy Branch