



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RR, RP, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenants 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; and to recover the filing fee from the landlord for the cost of the application.

Both tenants and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

At the commencement of the hearing the landlord advised that the repairs are completed, and the tenants withdrew the application for an order that the landlord make repairs.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence related to the application for a reduction in rent has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

The issue remaining to be decided is: have the tenants established that rent should be reduced for repairs, services or facilities agreed upon but not provided?

### Background and Evidence

**The first tenant** (CR) testified that this fixed term tenancy began on August 1, 2021 and reverts to a month-to-month tenancy after July 31, 2022, and the tenants still reside in the rental unit. Rent in the amount of \$1,370.00 is payable on the 1<sup>st</sup> day of each month

and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$685.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a 3-level complex, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that it took 8 months for the landlord to have the bathtub re-glazed, and the only reason it got done is because the tenant filed this dispute. The bathtub was re-glazed on May 16, 2022, and in the meantime, the tenants used duct tape to cover rust and sharp edges on the damaged tub, and the landlord was told that. The tenants were told on March 4, 2022 that there was a spending freeze by the landlord company and nothing could be done until after the end of the month, but that went into April.

The tenants claim:

- \$2,475.00 for 275 days without a bathtub;
- \$149.64 for a hotel stay;
- \$149.64 for another hotel stay;
- \$118.72 for photocopies and registered mail; and
- \$100.00 for the filing fee.

The tenant agrees to change the number of days without a bathtub to 259 days, and claims \$2,323.00, based on \$4.50 per day for each of the 2 tenants. It is important for the tenants to have a bathtub. The tenant was seen by a physician in December, 2021 and was advised to take baths rather than showers.

On March 26, 2022 the tenants submitted a repair ticket to the landlord, and a contractor scraped the bathtub and left, but didn't fix it. The tenants had to book a hotel because they couldn't use the bathtub for 24 hours while the glaze was setting. It didn't get fixed, but the tenants had booked a hotel and still had to pay for it.

On May 16, 2022 the tenants were also in a hotel when the bathtub was finally fixed.

Receipts have also been provided for this hearing.

The tenants have also provided a detailed document setting out the facts of the claim, stating that the contractor glazed the bathtub on August 7, 2021, but the job was poorly completed. The peeling edges were sharp and the calking was cracking. Photographs have also been provided for this hearing.

**The second tenant** (MR) testified that it was a major problem that it took so long for the repair. The tenants had to open 3 repair tickets for the bathtub and 3 other repair tickets for other repairs. The bathtub was only fixed after this claim was filed, or it still would not have been repaired.

Because the tenants stayed in a hotel for 2 nights, the claim is reduced by \$18.00.

**The landlord** testified that the first re-glaze was done, and there are 200 units. The landlord agrees that it took 8 months, but the landlord didn't normally work with the company hired, and tried to reach the contractor to return to complete the repair. His response was that he "couldn't touch it."

The repair was approved again by the head office of the landlord company, and the landlord got another contractor. Copies of purchase orders dated June 16, 2021 and May 16, 2022 have been provided for this hearing.

The landlord has also provided a copy of a notice to enter the rental unit on March 26, 2022 for "Tub Repair." It was not an emergency repair, and the landlord apologizes.

### Analysis

In this case, the landlord does not dispute that repair tickets were provided to the landlord by the tenants but it took 8 months to complete the repair. Such a repair is not an emergency repair, but still needs to be dealt with by the landlord. It is not acceptable to leave tenants without a usable bathtub for 8 months. A landlord is required to provide and maintain a rental unit in a state that makes it suitable for occupation by a tenant. A bathtub is an integral part of this tenancy.

I have reviewed the photographs and other evidentiary material of the parties. Given that it took so long, it appears largely because of a spending freeze by the landlord company, or a process that is too cumbersome to adequately respond to repair requests, I do not think that \$4.50 per day per person is unreasonable, and I find that the tenants have established a claim of rent reduction in the amount of \$2,313.00.

I also accept the undisputed testimony and evidentiary material that the tenants spent 2 nights in a hotel because of the first failed attempt at repair and the actual repair, and I find that the tenants have established a claim of \$299.28.

The *Residential Tenancy Act* provides for recovery of the filing fee where a party is successful in an application, but not for the costs of preparing for a hearing or serving documents. I find that the tenants are entitled to recovery of the \$100.00 filing fee.

Having found that the tenants have established claims amounting to \$2,712.28 (\$2,313.00 for loss of use of the bathtub; \$299.28 for hotel stays and \$100.00 for the filing fee), I grant a monetary order in favour of the tenants in that amount and I order that the tenants be permitted to reduce rent for future months until that sum is realized, or may otherwise recover it by filing the order for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,712.28, and I order that the tenants may reduce rent for future months by that amount until that sum is realized, or may otherwise recover it.

This order is final and binding and may be enforced.

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: July 07, 2022

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Residential Tenancy Branch