



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OLC, MNDCT, RR

Introduction

The Tenant filed an Application for Dispute Resolution on April 12, 2022 seeking the Landlord's compliance with the legislation and/or the tenancy agreement. Additionally, they seek a reduction in rent, and compensation for monetary loss or other money owed. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on August 15, 2022.

In the conference call hearing I explained the process and offered each attending party the opportunity to ask questions. The Tenant and the Landlord both attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing. Neither side provided documentary evidence for this hearing.

Issue(s) to be Decided

Is the Landlord obligated to comply with the *Act*, the regulations, and/or the tenancy agreement, as per section 62 of the *Act*?

Is the Tenant eligible for a rent reduction for repairs agreed upon, but not provided?

Is the Tenant eligible for compensation for monetary loss or other money owed?

Background and Evidence

The tenancy originally began in 2017. The parties agreed that the current amount of rent is set at \$1,248 per month. Including a \$30 parking fee, each month the Tenant pays \$1,278.

The Tenant presented the single ongoing issue as follows:

- The Tenant sought repairs and/or replacement of their rental unit patio door. They made requests to the Landlord prior to a hearing on March 28, 2022. In that decision the Arbitrator who heard the Tenant's Application ordered the Landlord to replace the patio door "as soon as possible and no later than the end of the business day on April 11, 2022."
- On their Application for this hearing, the Tenant noted they called the Landlord and "they said not going to replace it too much money". This patio door had been a problem since 2017, the start of the tenancy.
- In this hearing the Tenant presented that the patio door glass, such as it existed, was not tempered glass. They fell through the window around June 23, and this required 30 stitches in their facial area. They said: "if it was a proper window this injury would not have happened"
- They missed time from work because they got sick. This occurs in the wintertime because it is so cold in the unit that they can see their breath in the air. They missed work for a stretch of "3-4 days per time", though could not provide the dates.
- They continue to call the Landlord approximately one time per week and they usually don't receive a call back from the Landlord. They are aware of other work in the building involving patio doors. They were also aware that the same company each time is providing quotes for the job in question to the Landlord.

The Landlord responded fulsomely to all issues raised by the Tenant:

- The Property Manager who attended advised this issue arose prior to their tenure as the property manager and there was no "rollover", meaning the issue was not passed on to them individually.

- They did address the matter with the Tenant and inform them that they [i.e., the Landlord] were working on it.
- Their range of expense for approval is \$2,000 to \$2,500 *without* a formal approval process from the owner's business advisor. Estimates thus far have been over this range, and without approval, getting quotes has been an ongoing process. The business advisor was away on vacation as of last week.
- They are currently waiting on a quote that was sent to the business advisor on April 10.
- The Building Manager who attended presented that these patio doors throughout the building are old. They admitted that obtaining quotes, with an approval process, is prolonging the process for this Tenant.

Analysis

The Act s. 62(2) 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 order that this Act applies.

I find the evidence clear that a delegate within the Residential Tenancy Branch ordered the Landlord to complete a replacement of the rental unit patio door by April 11, 2022. The Tenant conflated the Landlord's quotation and approval process with their denial of replacement due to the cost. I find that is not exactly the case; however, the fact remains that the Landlord has not completed the replacement as ordered.

There is no question of the need. Given the rather serious injury sustained by the Tenant – and I find this injury would not have occurred had the patio door been replaced properly – raises the urgency of the Landlord's compliance with the Residential Tenancy Branch, regardless of the cost thereof. The Tenant's rights are being impacted in a rather severe way at this stage, this despite the Residential Tenancy Branch's clear order for the replacement of the patio door.

I renew the Order for the replacement of the patio door forthwith, and without regard to cost. The Landlord is in breach of the *Act* s. 32, that important piece that sets out the Landlord's obligations to repair and maintain.

As stated above, this has had a severe negative impact on the Tenant's use of the rental unit. I find compensation is in order. The Tenant was not able to accurately calculate their time away from work that they attributed to the virtually non-existent level of heat within the unit. This has gone on too long, and the approval process set in place with the owner's business advisor has now created a situation where the Landlord is maintaining the tenancy without due regard for the law.

I so award a rent reduction to the Tenant for the ongoing situation in which they rightfully entered a dispute resolution process, plead their case, and had the final Order from an Arbitrator in place as they should rightfully be due, in compliance with the *Act*. Now they have had to do so again in this situation for which the Landlord is not compliance with the law.

I so award the Tenant a one-time payment to them of \$500, representing a rent reduction of \$100 for each month from April to the month of August 2022, the timeline in which the Landlord has not completed replacement of the patio door. This is a refund in rent they have paid for these months, and acts as a surety that they receive some recompense for the devaluation in the tenancy over the past few months which luckily have been warmer in temperature. Again, this issue has caused them significant hardship and injury, despite the Residential Tenancy Branch ordering the door's replacement. I grant the Tenant a one-time \$500 Monetary Order.

To ensure completion of the work, I order the Tenant to reduce their future rent by \$500 for each successive month the work is not completed. To be clear: should the work not be completed by September 1st, the Tenant is authorized to reduce that month's rent by \$500. This will continue for each successive month the work is not completed, including the month in which the Landlord completes the work, but not the following. This is necessary to give effect to the Landlord's obligation to provide residential property in a state of repair that complies with the health, safety and housing standards required by law.

I do acknowledge that the Property Manager who attended the hearing was attentive to the issue, and not at all dismissive of the issue or its negative impact. The Building Manager who attended was similarly very respectful of the Tenant's rights.

Conclusion

Pursuant to s. 67 of the *Act*, I grant the tenant a Monetary Order for \$500. I provide the Tenant with this Monetary Order for the reasons above, and they must serve this as soon as possible to the Landlord. Should the Landlord fail to comply with this Order, the Tenant may file this Monetary Order in the Small Claims Division of the Provincial Court where it may be enforced as an Order of that Court.

I authorize the Tenant to withhold the amount of \$500 from each monthly future rent payment. This starts in September 2022 and continues until the work is completed. This authorization ends immediately upon replacement of the patio door.

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

Dated: August 15, 2022

Residential Tenancy Branch