



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes OLC, RR, RP, MNDC, FF

Introduction

This original hearing convened on May 9, 2022, by teleconference to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for:

- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement;
- a reduction in monthly rent;
- an order requiring the landlord to make repairs to the rental unit;
- compensation for a monetary loss or other money owed; and
- recovery of the cost of the filing fee.

At the original hearing, the landlord's agent attended and the tenant did not. In the Decision of May 9, 2022, another arbitrator dismissed the tenant's application, without leave to reapply, due to the tenant's failure to attend the hearing.

The tenant filed an application for review consideration and another arbitrator found the tenant was entitled to a new hearing, in a Review Consideration Decision of May 16, 2022.

At the review hearing, the tenant and landlord's agents (landlord) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Following this review, I may confirm, vary, or set aside the original Decision or order.

Issue(s) to be Decided

Is the tenant entitled to the orders requested, monetary compensation from the landlord, and recovery of the cost of the filing fee?

Background and Evidence

I heard evidence that the tenancy began on November 16, 2019 and monthly rent is \$1,320.

As to the tenant's request for repairs, at the time the application was filed, the tenant listed several items from the rental unit and residential property that required repairing or replacing, such as a lack of fully working laundry appliances, the main entrance fobs not working, parking garage lights not working or burnt out, and the stove heating element not working.

The tenant testified about the issues, but confirmed that at the time of the hearing, although there was a delay in attending to the requests, the only remaining issue was the parking garage lights not working. Specifically, the tenant submitted the light at the vehicle entrance adjacent to the parking lot is burnt out, as well as the two lights closest to his parking spot are burnt out. The lack of lighting is a safety issue as it is hard to see at night while operating a vehicle in the space.

The landlord submitted that the light bulbs sometimes burn out, but that they are replaced when that happens so that this is not a matter of the landlord not making the repairs.

The tenant said that some light bulbs have been replaced, but not the one at the entrance or the two over his parking spot.

As to the tenant's request for an order for landlord's compliance, this request related to the request for repairs.

As to the tenant's request for a reduction in monthly rent and general compensation, the tenant initially listed an amount of \$500 and then amended this amount to increase it by \$3,000.

The tenant wrote in his application, the following:

The amount of time and stress, I have spent on the request of repairs. The inconveniences created by the lack of repairs and maintenance on the property.

[Reproduced as written]

The tenant wrote in his amended application, the following:

Describe why you want to amend your application. **Please attach a Monetary Order Worksheet.**

I mistakenly only added in the approximate time I have spent in writing letters to the manager and then the inconvenience and of sharing one washing machine with the rest of the buildings occupants. Th problems with parking my vehicle in the dark underground with concrete pillars surrounding my vehicle.

[Reproduced as written]

There was no monetary order worksheet filed in evidence.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 62(3) of the Act gives me authority to 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.

Section 32 of the Act requires that a landlord must provide and maintain the residential property in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I find the tenant provided detailed and consistent testimony that the two lights closest to his parking space and the entrance light to the parking garage are still not working or replaced. Although the landlord stated they were working, I do not find this to be sufficient evidence that they were. I find this matter is a safety issue for the tenant.

As a result, I **order** the landlord to immediately replace the burnt out bulbs or faulty light fixture, if that is the case, of the two lights closest to his parking space and the entrance light to the parking garage, no later than October 13, 2022. I also order the landlord to make regular inspections to ensure the lights in question remain functioning.

The tenant is entitled to file an application for monetary compensation should the landlord fail to comply with this order.

I accept that appliances and other building elements break-down from usage or over time. However, the evidence was that the other repair matters raised in the tenant's application have been dealt with. I therefore do not make orders for repairs for the other matters listed in the tenant's application.

I also do not consider the tenant's request for an order requiring the landlord to comply as this request related to the repair requests. I therefore **dismiss** this claim, **without leave to reapply**.

As to the tenant's request for a rent reduction, I find this lump sum claim did not relate to an ongoing rent reduction and would have been more properly included in the tenant's request for monetary compensation. I therefore **dismiss** this request, **without leave to reapply**.

As to the tenant's request for monetary compensation, I find the tenant failed to provide sufficient particulars of his claim, as required by section 59(2)(b), or a detailed calculation as required by Rule 2.5. Such a calculation can be provided in the monetary

order worksheet that was mentioned on the tenant's amended application or their initial application.

For these reasons, I **dismiss** the tenant's monetary claim, **with leave to reapply**.

As the tenant had partial success with his application, I find he is entitled to recovery of his filing fee of \$100. I grant the tenant a one-time reduction in rent in the amount of \$100 to satisfy this monetary award.

For the above reasons, I set aside the original Decision of May 9, 2022, and it is now of no force or effect.

Conclusion

The tenant's application has been partially successful, as a limited order for repairs has been made.

The balance of the tenant's application has been dismissed, either with leave to reapply or without leave to reapply, as noted above.

The tenant is granted a one-time rent reduction of \$100 to recover the cost of the filing fee.

The original Decision of May 9, 2022 is set aside.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: October 5, 2022

Residential Tenancy Branch