



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      RR, RP, FFT

### Introduction

The Tenant filed an Application for Dispute Resolution on December 13, 2022 seeking repairs to the rental unit, and a reduction in rent for repairs agreed upon but not provided. They also requested reimbursement of the Application filing fee.

The matter proceeded by way of a hearing on February 27, 2023 pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided each party the opportunity to ask questions.

The Tenant and the Landlord both attended the hearing, and I provided each with the opportunity to present oral testimony. In the hearing, the Landlord confirmed they received the Notice of Dispute Resolution Proceeding and the Tenant’s evidence via registered mail. The Tenant verified they received the Landlord’s evidence in their mailbox.

### Issue(s) to be Decided

Is the Landlord obligated to make repairs, pursuant to s. 32 of the *Act*?

Is the Tenant eligible for a reduction in rent, for repairs agreed upon but not provided, pursuant to s. 65 of the *Act*?

Is the Tenant eligible for reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

## Background and Evidence

The Tenant provided a copy of the tenancy agreement for the rental unit. The copy bears the Landlord's signature of March 18, 2019 for the tenancy starting with this Landlord, as new owner, on April 1, 2019. The rent agreed to was \$1,600. The agreement set out obligations for both the Landlord and the Tenant regarding repairs. These terms conform with the *Act*, and there was no other addendum or piece of the agreement stating otherwise.

In the Application, the Tenant stated the issue of required repairs thus:

First bathroom had leak – toilet and shower tile affected Second bathroom – floor tiling, shower/bathtub tile affected Due to the bathroom leakage – living room floor affected.

They applied for a reduction in rent for repairs, agreed upon by the Landlord, but not provided:

I was unable to utilize more than half of my entire living space. The time missed from work due to accommodating the workers, with such short notice. My time spent moving furniture and cleaning.

In the hearing the Tenant provided details on the repair issue they faced:

- on February 26, 2022 they noticed a pool of water near the rental unit entrance and contacted the building manager who inspected and determined that a leak was emanating from the bathroom shower head inside the wall, with water running down the wall and underneath the floorboards, to the entrance area
- this water also leaked down into the neighbouring unit below
- a plumber visited a day or two later, instructing the Tenant to not use that particular washroom
- the Landlord informed the strata after a discussion with the Tenant about the matter – the Tenant's understanding was that the leak in the bathroom was the Landlord's responsibility
- a restoration company contacted the Tenant to inform that they would visit in April; meanwhile the Landlord visited with their insurer to take pictures
- the Tenant was instructed that it was their responsibility to remove all furniture, and this included "basically the whole living room area, not the bedrooms"

The Tenant recalled how they contacted the Landlord several times because of the pending repairs to the floors, to start on July 4. They had to remove all furniture, as

asked; however the restoration firm handling the floor replacement did not visit on the scheduled date. The visit was delayed for one week; however, the firm still did not attend on that rescheduled date.

As of August, the bathroom was still not repaired, and this was still a “major inconvenience” for the Tenant. This was when the Tenant requested compensation initially to the Landlord for the work not completed.

In the hearing, the Tenant stated that work was completed after their December 13 Application to the Residential Tenancy Branch. The work was completed on December 5, and on December 10 the baseboards were completed, and the Tenant returned all furniture in place on December 17.

The Tenant requests \$800, representing one-half of the monthly rent, for the inconvenience posed to them during the prolonged period of repairs. This was the furniture moved inside the rental unit for quite sometime, since July 4, moved and removed because of “inconsistent scheduling”. They were unable to use the bathroom in which the leak occurred and there were some issues present in the other bathroom as well. As proof of the interruption to them, they provided photos showing the shower/bathtub in the affected bathroom, and miscellaneous points of floor replacement.

The Landlord recalled that they contacted their insurer, and they visited together in March. The Landlord had one option to have the insurer handle the matter, leaving the Landlord paying \$2,000 for their deductible. This left the Landlord waiting for a contractor hired by the insurer for floor repair. Meanwhile, the Landlord hired a different contractor to handle the leaky shower in the bathroom.

As the issue progressed, the Landlord was communicating with the Tenant, their insurer, and the strata concerning the impact to the below rental unit. The Tenant had requested 2 months’ rent free because of the delay in repairs. The Landlord agreed to rent one month free which was August 2022. They again granted one-half rent free to the Tenant in December because of the remaining issue with sinks in the rental unit.

In the Landlord’s written account they stated they paid \$11,000 to renovate two bathrooms within the rental unit, instead of just repairing the leak issue in one of those bathrooms. The Landlord found their own contractor at the more reasonable rate of \$11,000, as opposed to the quote obtained by the Tenant independently for \$16,000.

According to the Landlord, the delay in repair was caused by the Tenant's own ability to allow access to workers to finish the work involved. As evidence of this they provided text messages between themselves and the Tenant and the contractors.

The floor repair, handled by the insurer, cost the Landlord around \$2,000 for the amount of their deductible. The flooring repair company communicated directly to the Tenant about scheduling this work. This delay was the reason the Landlord granted the Tenant the \$800 rent reduction for December 2022.

The Landlord stressed the two bathrooms are entirely renovated and like new. This was additional work they completed in the rental unit, instead of just the leaking bathroom issue. During the time of repairs to the bathroom that leaked, the second bathroom was working fine. The Landlord presented that repairs were more prolonged in the rental unit because of the additional work involved for the second bathroom, where the workers involved with the repair always had to schedule with the Tenant to visit.

### Analysis

The *Act* s. 32 sets out a landlord's obligation to repair and maintain residential property. This is in a state that "complies with the health, safety and housing standards required by law."

I find the Landlord was obligated to repair extant issues in the rental unit. Both parties testified that repairs were completed in the rental unit in December; therefore, I dismiss the Tenant's request for repairs, without leave to reapply.

On the issue of compensation, under s. 7 of the *Act*, a landlord or tenant who does not comply with the legislation or their tenancy agreement must compensate the other for damage or loss. The *Act* s. 65 grants authority to make an order granting rent reduction:

. . . if the director finds that a landlord . . . has not complied with the *Act*, the regulations or a tenancy agreement, the director may make any of the following orders:

(f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement;

For this consideration, I find the Tenant's full use and enjoyment in the rental unit was not impacted by continuing repairs in a significant way. I am not satisfied the Tenant had to adjust their daily schedule significantly to accommodate repairs, and there is insufficient evidence to show a restricted living space because of ongoing repairs. I find at most the Tenant was restricted from using the shower in the leaked-area bathroom; there is no evidence the other uses of that bathroom were completely off limits or otherwise restricted. Additionally, the Tenant had a second bathroom for use at all times.

Regarding floor repairs, I am not satisfied from the Tenant's photos that any other area in the rental unit was not of use during the interim period in which repairs were completed. There are close-ups that do not reveal significant interruption, and I am not convinced that items placed in the area were there for anything more than a very temporary timeframe when work was completed. In sum, the photos are too random to establish that work restricted the space available in the rental unit, or otherwise caused major interruption to the Tenant.

Though the Tenant stated they had to miss work because of the repairs, they did not provide specific information on that and did not present that issue as other monetary loss to them.

Further, I consider also that the Landlord already provided rent reduction – for August 2022 in its entirety, and one-half of December – to the Tenant. That is not insignificant and given the lack of substance provided by the Tenant on their infringement on their space in the rental unit, or their own time, I find that they have already been amply compensated in the form of rent reduction.

The Tenant also benefitted substantially in having both washrooms completely renovated, as presented by the Landlord in the hearing.

In summary, I agree with the Landlord that they any more concession to the Tenant would be unfair to the Landlord when considering the Landlord's own efforts in coordinating completion of the work.

For the reasons above, I dismiss the Tenant's Application for compensation in the form of rent reduction.

The Tenant was not successful in this Application; therefore, I grant no reimbursement for the Application filing fee to them.

Conclusion

For the reasons set out above, I dismiss the Tenant's Application without leave to reapply. There is no reimbursement for the Application filing fee.

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: March 2, 2023

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Residential Tenancy Branch