



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      **RR, RP, FFT**

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act ("Act") for orders as follows:

- for an order to reduce rent for repairs, services, or facilities agreed upon but not provided pursuant to section 65 of the Act
- for an order requiring the landlord to make repairs to the property pursuant to section 32 of the Act
- for reimbursement of the filing fee pursuant to section 72 of the Act

Landlord's agent AL and tenant SF appeared. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The hearing was conducted by conference call. The parties were reminded to not record the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the Act.

### **Issue(s) to be Decided**

1. Is the tenant entitled to an order requiring the landlord to make repairs?
2. Is the tenant entitled to a rent reduction due to the landlord's failure to make repairs as required?
3. Is the tenant entitled to recover the filing fee for this application?

### Background and Evidence

The tenancy commenced June 1, 2022, for a fixed term until May 31, 2023. Rent is \$1,450.00 per month due on the first of the month. The landlord holds a security deposit of \$725.00 in trust for the tenant. The tenant still occupies the rental unit.

The tenant testified that on July 2, 2022, he noted that the lights in the rental unit were flickering. He described the flickering as occurring intermittently. The tenant provided 17 short videos in evidence showing the flickering lights for approximately between 30 seconds and a few minutes between November 2022 and February 2023. He stated that he contacted the landlord July 22, 2022, and provided the email to the landlord in evidence. He testified that he advised the landlord the issue was not urgent.

The tenant testified that an electrician did not attend the rental unit until November 5, 2022, and was unable to determine the issue. On December 8, 2022, another electrician and the landlord attended, and several outlets were replaced. The tenant noted that on December 6, 2022, he refused entry to the rental unit, then recognized that this was not appropriate and contacted the landlord to allow him to enter on 24 hours notice.

The tenant testified that on December 19, 2022, another electrician attended the rental unit and advised that there appeared to be nothing wrong. On February 25, 2023, the problem was traced by an electrician to the sockets located behind the stove, which were then fixed. The tenant was given a new stove, which he alleged was broken. His old stove was returned April 4, 2023. The tenant testified that the flickering lights would interrupt his use of the rental space and spoke to a specific occasion whereby he was delayed in getting ready for work due to flickering bathroom lights.

The landlord provided a summary of events in evidence. He did not disagree with the tenant's timeline of events however he stated that some of the delay was caused by the tenant insisting on a licensed electrician as opposed to the site caretaker attending to assess the issue as well as the tenant restricting access to the rental unit. The landlord stated he had difficulty finding an available electrician. The landlord further testified that the lights only flickered for 1-2 minutes at a time. The landlord testified that he was advised by the electrician that the problem was caused by the tenant turning on the stove switch too quickly and misusing the switch. The landlord alleged that if the tenant turned on the stove switch more slowly the flickering didn't occur. The landlord testified that he observed the tenant on one occasion turning on the stove switch too quickly.

The landlord further alleged that the flickering electricity did not damage any of the tenant's belongings.

The tenant responded to the landlord's evidence. He stated that the flickering occurred at times other than when he was operating the stove. He further testified that while the videos depicted flickering of a few minutes, the flickering would often go on longer. The tenant agreed that his belongings were not damaged, however he remained concerned about the possibility. Other than December 6, 2022, where the tenant refused access for a brief period of time, the tenant stated he was cooperative in permitting the landlord access to the rental unit and provided a compilation of emails in evidence proposing dates for the landlord to enter. The tenant testified that he had significant work travel as well during this time period. The tenant is seeking a rent reduction of 25% between July 22, 2022 and February 25, 2023.

### Analysis

Section 67 of the Act establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. As noted in Policy Guideline #16, in order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the Act on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the tenant to prove their entitlement to a claim for a monetary award.

RTB Policy Guideline 1 states in part:

1. The landlord is responsible for:
  - making sure all light bulbs and fuses are working when the tenant moves in.

It is undisputed between the parties that there was an issue with lights flickering in the tenant's rental unit. While the landlord stated that the issue was due in part to the tenant's operation of the stove, I find that this is not a reasonable explanation for the issue, and that turning on a stove switch in a certain manner does not normally cause lights in a rental unit to flicker for a significant period. The landlord is responsible for ensuring that the electricity in the rental unit is in working order.

I further find that while the landlord did take action to fix the issue, the landlord did not act in a timely manner, even considering the brief period where the tenant did not allow access to the rental unit. The fact that the tenant requested that an electrician inspect the issue is reasonable given the fact that the issue appeared to relate not to an isolated light fixture, but to the entire electrical system in the rental unit.

The tenant is not claiming compensation for damage to his property, but rather the concern and inconvenience caused by the electricity in the rental unit not working properly. I find based on the evidence of both parties that the issue started July 22, 2022, and was resolved February 25, 2023. During this time the tenant provided 17 videos in evidence showing the flickering lights. I have reviewed those videos and find that the flickering is quite extensive, and it is clear why the tenant was concerned. I also find that the flickering lights would have caused the tenant some inconvenience in the rental unit and I find the tenant is therefore entitled to compensation. In determining the amount of compensation, I have considered the following factors:

- The length of time the problem was ongoing, and considering access to the rental unit and the lack of availability of electricians.
- The lack of damage to the tenant's personal property.
- The inconvenience to the tenant.
- The tenant's travel during the period the issue was occurring.

I find that the repairs took longer than reasonable given the totality of the circumstances and the tenant experiences some inconvenience for a lengthy period of time. However, I balance that consideration against the lack of damage to the tenant's property and the fact that the tenant stated that he was not occupying the rental unit for periods of time due to travel. I find based on all of the circumstances that the appropriate rent reduction is 12.5% for the months in which the issue occurred ( $\$1,450.00 \times .125 = 181.25$  per month). Considering that the issue occurred over a period of almost exactly 7 months, I find that the tenant is entitled to \$1,268.75 in compensation ( $181.25 \times 7 = 1268.75$ ). The tenant's application for compensation is granted.

The tenant also requested that repairs be made to the rental unit. Based on the evidence of the parties I find that the necessary repairs were made and therefore I dismiss this claim.

As the tenant was successful in his application, he is also entitled to recover the \$100.00 filing fee for the application.

Conclusion

The tenant is granted compensation of \$1,368.75 for the rent reduction and filing fee. The tenant is entitled to deduct this amount from one month's rent on a one time basis.

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: May 1, 2023

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Residential Tenancy Branch