



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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A matter regarding Haven Management Co. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, RP, PSF, FFT

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

1. an order to reduce rent for repairs, services or facilities agreed upon but not provided;
2. an order for repairs made to the unit, site or property;
3. an order that the Landlord to provide services or facilities required by the tenancy agreement or law; and,
4. that the Landlord to pay for the cost of the application fee.

Both the Tenant (and a co-tenant not named as a party) and the Landlord’s representative attended the hearing and provided affirmed testimony and evidence.

It should be noted that in reaching this decision I have only considered relevant evidence that helped resolve the issues of the dispute.

Issues

1. Is the Tenant entitled to an order to reduce rent for repairs, services or facilities agreed upon but not provided?
2. Is the Tenant entitled to an order for repairs made to the unit, site or property?
3. Is the Tenant entitled to an order that the Landlord to provide services or facilities required by the tenancy agreement or law?
4. Is the Tenant entitled to an order that the Landlord pay for the cost of the application fee?

Background and Evidence

The tenancy began on December 1, 2016, and the Tenant lives on the eleventh floor of a high-rise apartment building in downtown Vancouver. Monthly rent is \$1,498.00. There is a copy of a written tenancy agreement in evidence.

Reduction in Rent and Application Fee

The parties came to a settlement regarding this aspect of the Tenant's application. The parties agreed to settle on the following term: that the Landlord would compensate the Tenant in the amount of \$1,367.06. The Landlord's representative explained that a cheque would be issued within the week. (A copy of a monetary order in this amount is issued with this decision to the Tenant, by default. Enforcement will likely not be necessary.) The parties are thanked for their flexibility in reaching this settlement.

For the reasons explained during the hearing, because the elevator is working I decline to make any orders for future reductions in rent should the elevator stop working. The Tenant may, however, make a new application for dispute resolution should the need arise. That having been said, the parties are strongly encouraged to work together should the elevator stop working. The per diem calculation of \$12.48 in reduced rent would be a reasonable starting point for any such future discussions should the need arise.

Order for repairs and order for provision of services or facilities

By all accounts, the elevator is up and running. The Tenant expressed concern over future breakdowns, whereas the Landlord "believe[s] it's fixed" and the elevator repair company "feel they got it fixed." From the evidence, I conclude that, despite the rather significant impact that the inoperable elevator has had on many tenants, the Landlord has acted diligently in repairing the elevator to the best of its abilities.

I am also persuaded, again based on the evidence before me, that the Landlord will address any future elevator inoperability with diligence and immediate attention.

For this reason, I decline to grant any orders for repairs or for the reinstatement of services or facilities. Those two claims made in this application are therefore dismissed.

Conclusion

The application for a reduction in rent and for the application fee is, as outlined above, settled pursuant to section 63 of the Act.

The application for an order for repairs and an order for the provision of services or facilities is dismissed without leave to reapply.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 9, 2023

Residential Tenancy Branch