



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

DRI, MNDC, ERP, RR, RPP, RR

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application disputing an additional rent increase, for a monetary order as compensation for damage or loss under the Act; Orders that the landlord make emergency repairs, repairs and provide services or facilities required by law and that the tenant be allowed to reduce rent for repairs agreed upon but not provided.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The landlord did not serve the tenant with one document; a roofing repair estimate. Therefore, that document was not considered.

The Application was reviewed with the tenant at the start of the hearing. The tenant confirmed she has received a notice of rent increase that complied with the Act; therefore, that portion of the Application was dismissed, pursuant to section 43(2) of the Act.

The tenant had submitted a request for a monetary order based upon a potential future loss; this portion of the Application was dismissed as it was premature.

The tenant confirmed that she is seeking repair of the rental unit roof and that there is no need for an Order related to facilities or services.

The tenant requested rent abatement as a result of the need for roof repair.

Issue(s) to be Decided

Must the landlord be Ordered to complete repairs and emergency repairs?

Is the tenant entitled to rent abatement as a result of the need for roof repairs?

Background and Evidence

The tenancy commenced 6 years ago; the residential property has a total of 54 units.

The tenant submitted that the roof of the building has leaked for at least 3 years and while it does not leak into her unit, the fire exit signs fill with water, other units have experienced leaks, holes have been cut in the ceiling and the landlord has not made repairs.

The tenant stated that a BC Safety Inspector called her this week to inform her that an inspection of the building was to be completed. The landlord confirmed that an inspection will take place this Friday.

A February 14, 2011, report issued by The Corporation of the City of Vernon Fire-Rescue Services, was submitted as evidence. This report indicated that the complaint made on February 11, 2011, alleged water was dripping through exit signs and that the fire alarm was not working. The February 14 report stated that the 3rd floor showed some signs of water leaks in the ceiling; that it appeared the fire alarm was functional, there was no precipitation or any water leaking and that the landlord indicated the roof was to be repaired or redone.

The landlord stated that there had been a leak 3 years ago and 2 others that occurred in February, 2011. The landlord confirmed that he had recently cut 5 holes in the ceiling so that water could escape, but that the leaks were intermittent and no concerns had been issued by any other occupant of the building.

The landlord testified that a roofing company will be selected by March 18, 2011; and that at the very latest, the entire tar and gravel roof will be replaced by the end of May, 2011.

Analysis

Section 32 of the Act provides, in part:

32 (1) *A landlord must provide and maintain residential property in a state of decoration and repair that*

*(a) complies with the health, safety and housing standards required by law, and
(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*

The tenant did not provide any evidence of an on-going water leak that has impacted the residential property that I would find constituted a breach of health, safety or housing standards required by law. The only report issued by a government authority, less than 1 month ago, indicated that no outstanding concerns existed in relation to leaks or fire alarms.

The fact that the BC Safety Authority will be inspecting the residential property was confirmed by both parties. Any Orders issued by that Authority will be addressed by the landlord, in compliance with any statute enforcing those Orders.

The landlord has testified that the roofing company will be identified by March 18, 2011, and that the entire roof of the building will be replaced no later than the end of May, 2011.

There is no evidence before me that the landlord has breached section 32 of the Act; the landlord does acknowledge that the roof is beyond its useful life; but from the evidence before me I find, on the balance of probabilities, that an Order for repairs is not required. The tenant did not provide evidence of any communication with the landlord requesting repair of the roof, any evidence that the health or safety of the occupants has been placed at risk, or any evidence that the landlord has failed to comply with health, safety or housing standards required by law.

Therefore, I find that the tenant's Application is dismissed.

Conclusion

The tenant's Application is dismissed.

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: March 10, 2011.

Residential Tenancy Branch