



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CONNECTOR PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, RR

Introduction

This hearing dealt with a tenant's application for repair orders; for monetary compensation for damage or loss under the Act, regulations or tenancy agreement; and authorization to reduce future rent payable for repairs not made. The landlord did not appear at the hearing. The tenant testified that she gave the hearing documents to the landlord's manager, in person, on May 21, 2014. I was satisfied the landlord has been served with notification of this proceeding and I continued to hear from the tenant without the landlord present.

Issue(s) to be Decided

1. Is it necessary to issue repair orders or any other orders to the landlord?
2. Is the tenant entitled to monetary compensation for damage or loss under the Act, regulations or tenancy agreement?
3. Is the tenant authorized to reduce future rent payable due to repairs not made?

Background and Evidence

The tenant entered into a tenancy agreement and a security deposit was paid with respect to a different unit in an adjacent building. That tenancy was set to commence March 1, 2014. On February 28, 2014 the landlord informed the tenant that that unit was not available and the landlord offered the tenant the subject unit. With such late notice the tenant accepted the unit in which she currently resides.

The tenant has been paying rent of \$650.00 each month. The landlord did not perform a move-in inspection with the tenant. After the tenant was given possession she discovered the shower does not work, the toilet and bathroom sink faucets leak, and the toilet rocks back and forth. The tenant stated that she showers at a friend's house. Of further frustration is the fact the tenant did not move the majority of her possession into the unit until mid-April 2014 giving the landlord ample opportunity to repair the bathroom. The tenant testified that she verbally requested repairs to the bathroom several times and then on April 26, 2014 the tenant completed a "Notice for Maintenance" form to request replacement of the shower control knob. The tenant submitted that this written request was handed to the landlord on April 29, 2014. To

this date, the shower remains unusable and the leaks around the toilet and bathroom sink have not been repaired.

The tenant also submitted that since serving this Application for Dispute Resolution upon the landlord the landlord's agents have been harassing her and have entered her unit without notice. The tenant seeks an order that the landlord not enter the unit without first serving her with a written notice of entry at least 24 hours in advance.

Aside from repair orders, the tenant is seeking to be compensated the equivalent of $\frac{1}{2}$ the monthly rent for the months of March 2014 through June 2014 as well as authorization to reduce rent by $\frac{1}{2}$ for each subsequent month the repairs remain outstanding.

Analysis

Under section 32 of the Act, a landlord is required to repair and maintain a rental unit so that it complies with health, safety and building laws and is suitable for occupation by a tenant having regard for the age, character and location of the property.

I find the lack of water in the shower leaves the rental unit not entirely suitable for occupation and a failure on the landlord's part to repair and maintain the property. I find the landlord's failure to make these repairs have been unnecessarily lengthy despite the tenant's repeated requests for the repairs. Therefore, **I make the following orders to the landlord, to be completed within 7 days of receiving this decision (the landlord will be deemed to be in receipt of this decision five days after it is issued):**

- 1. Make necessary repairs to the shower controller so that an adequate supply of hot and cold water is provided to the shower.**
- 2. Make necessary repairs to stop the water leaks around the toilet and bathroom sink.**
- 3. Properly secure the toilet so that it does not rock back and forth.**

I also find the tenant is within her rights under the Act to request the landlord give her written notice of entry at least 24 hours prior to any further entry by the landlord. Therefore, **I Order the landlord to give the tenant written notice of entry at least 24 hours in advance pursuant to the notice requirements provided under section 29(1)(b) of the Act.**

Section 29(1)(b) of the Act provides the following with respect to giving a tenant written notice to enter:

b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees

Given the significance of not having a functional shower and the inconvenience of having to shower elsewhere, I award the tenant compensation of 1/3 of her monthly rent for the months of March 2014 through June 2014 or \$867.00. I calculate this award as follows: \$650.00 x 4 months x 1/3 (rounded). **I provide the tenant with a Monetary Order in the amount of \$867.00 to serve upon the landlord. Should the landlord not pay the tenant this amount, the tenant is authorized to withhold rent that is otherwise payable to the landlord until such time this award is recovered.**

Upon completion of the above ordered repairs, **the landlord is ordered to give the tenant written notice that the repairs have been completed.** Should the tenant not receive such written notice **by June 30, 2014, the tenant is further authorized to reduce the rent payable for July 2014 and every month thereafter by 50% until such time the written notice of the completed repairs is received.**

Upon receipt of the written notice from the landlord that the repairs have been completed the rent payable by the tenant shall be the full amount as required under the tenancy agreement (less any authorized deduction to recover the balance of the Monetary Order). Should the tenant receive a written notice from the landlord that the repairs are completed and the tenant is of the position that they have not been completed, the tenant is at liberty to file another Application for Dispute Resolution to seek further remedy.

Below, is an example of how both the Monetary Order and the authorized rent reduction may be recovered if the repairs remain outstanding for July 2014:

Monthly rent (per tenancy agreement)	\$ 650.00
Less: authorized rent reduction (50%)	(325.00)
Rent otherwise payable for July 2014	\$ 325.00
Less: partial recovery of Monetary Order	(325.00)
Net rent payable for July 2014	\$ Nil

Balance of Monetary Order:	
Beginning balance	\$ 867.00
Less: amount applied toward July 2014 rent payable	(325.00)
Balance at end of July 2014	\$ 542.00

Conclusion

I have issued repair orders to the landlord along with orders that the landlord give the tenant written notification upon completion of the repairs and written notice of entry at least 24 hours prior to entering the rental unit.

The tenant has been given a Monetary Order for loss of use of the shower and lack of other repairs required in the bathroom in the amount of \$867.00 for the months of March 2014 through June 2014. If the landlord does not pay this amount to the tenant, the tenant is authorized to withhold all or a part of rent otherwise payable until such time the Monetary Order is recovered.

In addition to the above, the tenant is authorized to withhold 50% of her monthly rent payable for the months of July 2014 onwards until such time the landlord gives her written notification that the repairs have been completed.

The tenant is at liberty to reapply for further remedy if the landlord gives the tenant written notice that the repairs have been made and the tenant is of the position they have not been made.

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: June 04, 2014

Residential Tenancy Branch

