



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, RP, FF

Introduction

This hearing dealt with an application by the tenants for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement, and a repair order. Only a tenant attended the teleconference hearing.

Issue(s) to be Decided

Are the tenants entitled to a monetary award and repairs claimed?

Background and Evidence

The tenant JS testified that a tenancy began on October 1, 2014 with rent amounting to \$ 1,400.00 per month. The landlord refused to give the tenants a copy of the written tenancy agreement and his address. JS testified that the tenants were responsible for the maintenance of the yard as well as use of the laundry room. JS testified that on March 25, 2014 she sent the dispute resolution package by registered mail to the landlord's address that she obtained by conducting a title search. I find that the landlord was deemed to have been served on March 31, 2014 whether he neglect to retrieve the documents or refused delivery.

This application dealt with a series of claims by the tenants to make repairs and that the value of the tenancy was diminished because of problems with the unit. Those problems were as follows:

1. Yard:

The JS testified that in December 2013 a water main ruptured. As a result of that repair the yard was excavated and the landlord neglected to repair it. JS testified that she and her co-tenant removed the rocks and levelled the ground themselves because the landlord had not do so. JS testified that recently the landlord reseeded the ground but that there would not be any grass in the yard until the end of June. JS who has 2 young children testified that she was deprived of the use of the yard and is seeking \$ 200.00 per month from December until June.

2. Laundry Room:

JS testified that as a result of the water main repairs there was a 2 inch by 2 inch hole in the floor which continued up the wall floor several inches. Because of the hole in the floor the washing machine was destabilized and would not function properly. The tenants had repeatedly requested that he landlord make these repairs but to date he has neglected or refused to do so. The tenants are requesting an Order compelling the landlord to make these repairs.

Analysis

Section 32 of the Act states:

Landlord and tenant obligations to repair and maintain

- 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.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

I I accept the uncontradicted evidence of JS in her submissions who did not embellish or exaggerate her complaints. I find that all of the tenants' issues with the unit constitute a breach of section 32 of the Act or a reduction in the value and usefulness of the rental unit. Policy Guideline #6 states:

• Claim for damages

In determining the amount by which the value of the tenancy has been reduced, the arbitrator should take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use the premises, and the length of time over which the situation has existed.

I find that that the tenants' value in renting the unit was reduced by the loss of use of the yard and I award them the sum of \$ 125.00 for 6 months totaling \$ 750.00.

I Order the landlord to repair the laundry room floor and wall and I further Order that the tenants' rent be reduced by \$ 150.00 per month until such time as that repair is made. That reduction may commence effective June 1st 2014.

The landlord is in breach of section 13(3) the Act by not giving the tenants a copy of their tenancy agreement. I Order the landlord to deliver a copy of the signed tenancy agreement forthwith to the tenants.

Conclusion

I find that the tenants are entitled to the sum of \$ 750.00 plus the filing fee amounting to \$ 50.00. I therefore grant the tenants an Order pursuant to section 67 of the Act in the amount of \$ 800.00. I Order the landlord to repair the laundry room floor and wall and until those repairs are made I reduce the tenants' rent commencing June 1, 2014 by \$ 150.00 per month. The tenants are permitted to deduct that amount from their rent. Should that not be possible they have leave to reapply to seek a monetary Order. This Order and Decision must be served on the landlord as soon as possible. The Order may be enforced in the Small Claims Court of B.C.

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 12, 2014

Residential Tenancy Branch

