



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Maximum Income Property Management Corps
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, ERP, RR, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An order for the Landlord to comply with the Act – Section 62;
2. An Order for emergency repairs – Section 32;
3. An Order for a rent reduction – Section 65; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to an order that the Landlord comply with the Act?

Is the Tenant entitled to emergency repairs?

Is the Tenant entitled to a rent reduction?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on January 2012. Rent of \$1,650.00 is payable monthly on the first day of each month.

The Tenants state that the Landlord was informed in January 2013 that the deck was damaged and required repair. There is no dispute that the repairs started near the end

of July 2014 and the Landlord suggests perhaps started July 15, 2014. The Landlord states that the construction workers were not asked prior to the hearing how much longer it would take to complete the repairs however the Landlord agrees that the repairs will be completed by August 31, 2014.

The Tenant states that the use of the deck was limited between January 2013 and that since the repairs started there has been no use of the deck. The Tenant states that it primarily wants the deck to be completed and claims a rent reduction of \$300.00 per month. It is noted that no other monetary claim for compensation was made in the Tenant's application.

The Landlord states that the deck was useable as any areas that were dangerous, such as sagging plywood under the deck that covers the car port and the damaged aluminum siding were repaired in January 2013. The Landlord states that it took this long to find a contractor to do the work as they had first looked solely at repairs and then given the leaking from the damage came to the conclusion that the entire deck required replacement. The Landlord agrees that the deck has not been useable since the middle of July 2014 and suggests that \$100.00 per month would be a more reasonable reduction for this loss.

Analysis

Section 65 of the Act provides that where a landlord has not complied with the Act an order may be made that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement. Given that the Landlord has agreed to finish the repairs by August 31, 2014, I find that no order has to be made in relation to the Landlord's compliance. I accept that prior to the repairs being made in July 2014 the Tenants had use of the deck and any limit on that deck was minimal and not significant enough to warrant a rent reduction. As the Tenants have lost full use of the deck since July 15, 2014, I find that the Tenants are entitled to a rent reduction of **\$300.00** for this past loss. I order the Tenants to reduce September 2014 rent by this amount.

Should the repairs not be completed by August 31, 2014 as agreed by the Landlord, I order the Tenants to reduce September 2014 rent by **\$200.00** and for each month thereafter that the deck is not completed by the last day of the preceding month. As there was no evidence of emergency repairs, I dismiss the claim for an order that emergency repairs be completed. As the Tenants' application has met with some success, I find that the Tenants are entitled to recovery of the **\$50.00** filing fee and I order the Tenants to reduce September 2014 rent by this amount as well.

Conclusion

I order the Tenant to reduce September 2014 rent by \$350.00 in full satisfaction of the claim.

I order the Tenant to reduce September 2014 rent and onwards by \$200.00 as set out above

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: August 19, 2014

Residential Tenancy Branch

