



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KEY PROPERTY MANAGEMENT LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP RR FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order to reduce the rent for repairs, services or facilities not provided pursuant to section 65 of the *Act*;
- an Order for the landlord to make regular repairs pursuant to section 32 of the *Act*; and
- recovery of the filing fee from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate property manager landlord was represented by its agent, L.C. herein referred to as "the landlord". Tenants R.J. and J.E. attended and testified that they were authorized to act on behalf of all three tenants listed on the tenancy agreement.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenants' Notice of Dispute Resolution Proceeding package and evidence. The tenants disputed receipt of the landlord's evidence and the landlord was unable to provide proof of service of the evidence to the tenants. As such, I find that only the tenants' Notice of Dispute Resolution Proceeding package and evidence were served in accordance with the *Act* and are considered in this matter.

Issue(s) to be Decided

Should the landlord be ordered to make repairs?
Are the tenants entitled to a reduction in rent?

Are the tenants entitled to recover the cost of the filing fee for this application?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

A copy of the written tenancy agreement was submitted into documentary evidence. The parties confirmed their understanding of the following terms of the tenancy agreement:

- This fixed-term tenancy began May 1, 2019 with a scheduled end date of August 30, 2020.
- Current monthly rent of \$3,700.00 is payable on the first day of the month.
- The tenants paid a security deposit of \$1,850.00 and a pet damage deposit of \$1,850.00 at the beginning of the tenancy, which continues to be held by the landlord.

The tenants testified that they are seeking an order for the landlord to repair the faucets/plumbing to the two sinks in the main bathroom as only hot water comes out of one sink and only cold water out of the other sink. The tenants Application for Dispute Resolution also seeks a reduction in rent for the lack of use of the one sink which only provides hot water, and a reduction in rent for other requests made regarding other deficiencies in the rental unit that the tenants claim were not addressed by the landlord in a timely manner. The tenants acknowledge that the other issues did not materially affect their use of the rental unit, however they feel that they are paying a substantially high monthly rent and therefore expected the functioning of the elements in the rental unit to reflect the substantial amount of monthly rent paid. The tenants have requested a rent reduction of 10% per month since the start of the tenancy. The tenants testified that they began emailing the landlord about the faucet issue and other issues shortly after the start of the tenancy around May 10, 2019.

The landlord testified that they had tried to address the issue with the faucets in the main bathroom, however, they have had an issue obtaining the services of a handyman. The landlord stated that this repair issue, and the other issues raised by the tenants were not emergencies and did not affect their use of the rental unit, and therefore do not merit a 10% rent reduction.

Analysis

Section 32 of the *Act* requires that 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.

Section 62 of the *Act* authorizes an arbitrator to make:

- any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*, and
- any order necessary to give effect to the rights, obligations and prohibitions under this *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations or a tenancy agreement and an order that this *Act* applies.

Section 65 of the *Act* provides that, where an arbitrator has found the value of a tenancy was reduced because the landlord has not complied with the *Act*, regulations, or tenancy agreement, the past or future rent may be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

Based on the testimony and evidence presented, on a balance of probabilities, I make the following findings in this matter.

I find that the only issue currently outstanding presented by the tenants as constituting a repair matter requiring the landlord's compliance with section 32 of the *Act* is the issue pertaining to the malfunctioning faucets in the main bathroom. Having the ability to wash your hands in warm, soapy water in a bathroom is a matter of hygiene associated with compliance with health standards. I find the other issues, which have been resolved, although may have represented a temporary inconvenience to the tenants, were not material to the use of the rental unit, nor did they meet the criteria of section 32 of the *Act*.

As such, pursuant to sections 32 and 62 of the *Act*, I order that the landlord make arrangements to have the faucets in the main bathroom repaired by a qualified tradesperson to ensure the faucets provide both hot and cold water. I order that the landlord have this repair completed by no later than January 1, 2020.

Should the landlord fail to have these repairs completed by this date, the tenants may reduce their monthly rent by \$200.00 until the repairs are completed. I find that the landlord has been provided with ample time to have completed these repairs and I have set this rent reduction at an amount which will encourage the landlord's compliance to complete the repairs in a timely manner.

In recognition that this malfunction of the faucet has been ongoing since the beginning of the tenancy, I find that the tenants are entitled to a reduction for past rent paid.

As such, pursuant to section 65 of the *Act*, I find that the tenants are entitled to monetary compensation of \$800.00 representing a reduction in rent of \$100.00 paid for eight months from May to December 2019. I make this finding on the basis that the rental unit has two bathrooms and therefore the malfunctioning faucets were not the only bathroom sinks available in the rental unit.

The tenants have also requested to recover the costs of the filing fee for their Application for Dispute Resolution. As the tenants were partially successful in their application, in accordance with section 72 of the *Act*, I find that the tenants are entitled to recover the cost of the filing fee in the amount of \$100.00.

In summary, I grant a Monetary Order in the tenants' favour in the amount of \$900.00 in full satisfaction of the monetary awards for compensation pursuant to section 65 of the *Act* and the recovery of the filing fee paid for this application pursuant to section 72 of the *Act*.

Conclusion

I order the landlord to make repairs to the malfunctioning main bathroom faucets by no later than January 1, 2020, after which the tenants may deduct \$200.00 from their monthly rent.

I grant a Monetary Order in favour of the tenants in the amount of \$900.00.

The tenants are provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: December 11, 2019

Residential Tenancy Branch