



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *MNDC, RP, RR*

Introduction

This hearing dealt with an application by the tenant, for a monetary order for compensation for the inconvenience endured while the rental unit was being repaired and for the return of rent paid by the tenant for the period during which the repairs were made, pursuant to Sections 67 and 75 of the *Residential Tenancy Act*. The tenant also applied for an order to seek landlord's action to complete the repairs, pursuant to Section 32.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

Issues to be decided

Is the tenant entitled to a monetary order for compensation in the amount of \$1500.00 which is the equivalent of one and one half month's rent, which is the tenant's claim for inconvenience and lack of privacy endured during the time that the repairs were being carried out to the suite?

Background and Evidence

Based on the sworn testimony of both parties the facts are as follows:

The tenancy started on October 01, 2008 on a month to month basis at a monthly rent of \$1000.00 payable in advance on the first of each month. Prior to the start of the tenancy, the tenant paid a security deposit of \$500.00. On December 06, 2008, the ceiling of the tenant's washroom started to leak. The tenant contacted the landlord who responded to the call immediately and hired a restoration company to fix the leak and the associated damage.

The tenant testified that the repair started immediately and the drywall was removed and not replaced in a timely manner. The tenant stated that the removal of the drywall caused a lack of privacy in the bath tub area of the washroom and the drywall was not

replaced till January 14, 2009. The tenant stated that the repair is still incomplete and is claiming \$1500.00 as compensation.

The landlord testified that every effort was made to fix the leak and finish the job in a timely manner and the drywall was replaced within 48 hours of its removal. The landlord stated that at least 15 attempts were made to finish the work, but the tenant did not cooperate with the contractor. The tenant was offered an opportunity to move to another suite.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties or offer the parties an opportunity to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties exchanged proposals and achieved a resolution of the dispute. Specifically, the parties agreed as follows that:

- The landlord will allow the tenancy to continue in a different suite located in the complex.
- The tenant will withdraw the tenant's claim against the landlord.

The parties agree that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

Conclusion

The tenancy will continue in a different suite and the tenant has withdrawn all claims with regard to the dispute suite.

Dated February 18, 2009.

Dispute Resolution Officer