

DECISION AND REASONS

Dispute Code

MNDC

Introduction

This hearing dealt with an application by the tenant seeking compensation related to loss of quiet enjoyment of the rental unit. Although the landlord was served with notice of this application and hearing by registered mail on March 25, 2009, he did not appear for the hearing. I deem the landlord as having been served notice of this proceeding pursuant to sections 89 and 90 of the *Act*. I proceeded with the hearing in the landlord's absence.

Issue to be Determined

Has the tenant established a monetary claim related to loss of quiet enjoyment of the rental unit?

Background and Evidence

This tenancy began on May 1, 2008 for the monthly rent of \$395.00. There was no written tenancy agreement; however the tenant provided a copy of the shelter information form that the landlord filled out for the tenant. This document, a government form, confirmed the landlord's name and address, the rate of the monthly rent and the security deposit paid by the tenant of \$197.50. The tenant stated that he vacated the rental unit on December 21, 2008.

The tenant is seeking compensation of \$1,200.00 comprised of \$150.00 per month due to the loss of quiet enjoyment and loss of an essential service or facility. The tenant stated that there was no kitchen for the whole period of the tenancy.

The tenant stated that he verbally complained to the landlord on numerous occasions about being disturbed by the other tenants. The tenant stated that the other occupants would have large house parties. The tenant stated that he went to the police about this problem as well.

The tenant provided evidence from the local community police centre which confirmed that the tenant alleged that other occupants were engaged in illegal activities. The letter indicates that the tenant was in the police centre on December 16, 2008 and January 22, 2009.

The tenant also provided a copy of the advertisement from April 2008 which he states was the advertisement for the rental unit. This advertisement indicates that the rent includes a shared kitchen and bathroom. The tenant also provided correspondence from the municipality which conducted an inspection of the rental unit on January 21, 2009. In this document it is identified that the premises are not being used in accordance with the city bylaws. The document also identifies that there are no cooking facilities provided.

Analysis and Findings

I grant the tenant's application in part. I find that the landlord was in breach of the tenancy agreement by failing to provide the tenant with kitchen facilities. I find that kitchen facilities are an essential service that the landlord must provide. I am satisfied, in the absence of any evidence from the landlord that the tenant was without kitchen facilities for the whole period he was a tenant. The tenant has provided evidence from the municipality which confirms that there are no cooking facilities.

I find that the absence of a kitchen represents a significant impact on the tenant's ability to enjoy and use the rental unit and I award the tenant a retroactive rent reduction of \$100.00 per month for the months of May 2008 to November 2008, and I award the tenant \$50.00 for the month of December 2008 since the tenant vacated by December 21, 2008.

I do not accept the tenant's other claims that he was unreasonably disturbed by the other occupants. The tenant has failed to show that he notified the landlord of any problems and the only evidence the tenant has presented to support his allegations is the from the community police centre which states that the tenant complained in December 2008 and January 2009. These dates are at the end of the tenancy and after the tenancy ended.

I find that the tenant has established a total monetary claim for the sum of **\$750.00** due to the landlord's failure to provide a kitchen or cooking facilities which are essential to the tenant's use of the rental unit. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

I grant the tenant's application in part. I have determined that the landlord failed to provide an essential service or facility as required by the *Act* and have awarded the tenant retroactive rent reduction to reflect that loss.

Dated June 17, 2009.

Dispute Resolution Officer