



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC OLC PSF LRE RR

Introduction

This hearing dealt with an application by the tenant for monetary compensation, as well as for orders that the landlord comply with the Act and provide services or facilities required by law, an order setting conditions on the landlord's right to enter the rental unit and an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. The tenant and two agents for the landlord participated in the teleconference hearing.

During the hearing the tenant stated that she was planning to move out of the rental unit by the end of January 2010, and she was therefore no longer concerned with orders for repairs or a reduction in rent, and she only sought monetary compensation for the duration of the tenancy. I accordingly dismissed all of the application except in regard to the claim for monetary compensation.

Issues(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in December 2008, with a monthly rent of \$1600. The rental unit is a townhouse with an unfinished basement. In October 2009 a hearing was convened to deal with an application by the tenant for orders for repairs, emergency repairs and a reduction in rent of \$600 per month due to the reduction in value of the tenancy. In the

decision on that application, the dispute resolution officer ordered that the landlord complete the following: "Finish the lower level, including flooring and ceiling. Finish lower bathroom. Repair or replace stove element and range fan as required, and repair toilet handle." These repairs were to be completed no later than November 15, 2009. Further, the dispute resolution officer found that the value of the tenancy had been reduced by \$100 per month, and ordered that the rent be reduced by \$100 per month beginning in May 2009 and continuing until such time as the repairs were completed. The tenant's evidence on this point was that the work was not completed by November 15, 2009, and in this application the tenant has claimed compensation of \$600 per month for 11 months, beginning at the the outset of the tenancy.

The tenant has also claimed \$967.68 for the cost of a carpet, intended for the rental unit, which she purchased and had delivered at her own cost. The tenant submitted an invoice for a carpet that was sold to an individual who is not the tenant or another occupant of the rental unit. However, the address on the invoice is the rental unit address. The tenant acknowledged that she did not have an agreement with the landlord regarding the purchase of the carpet.

The landlord's response was as follows. The landlord's understanding was that the tenant was planning to vacate the rental unit, which is why they did not initiate the ordered repairs. The landlord had no discussion with the tenant regarding the carpet, and the tenant's invoice appears to indicate that the carpet was paid for by another individual, not the tenant.

Analysis

In regard to the portion of the tenant's application regarding monetary compensation, the tenant has re-applied for the same compensation that was previously considered and addressed in the decision from the tenant's previous application. As that matter has already been determined, I find that this portion of the tenant's application is *res*

judicata, or already adjudicated, and I accordingly dismiss that portion of the tenant's application.

In regard to the tenant's claim for the cost of the carpet, there is no evidence of any agreement between the landlord and the tenant regarding the carpet. The tenant bought the carpet on her own initiative. The landlord is under no obligation to compensate the tenant for the carpet.

Conclusion

The tenant's application is dismissed. As the application was unsuccessful, the tenant is not entitled to recovery of the filing fee for the cost of her application.

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: January 7, 2010.

Dispute Resolution Officer