



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNDC, OLC, RP, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for a monetary order for the cost of emergency repairs and compensation under the Act and for an order to make repairs to the rental unit.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation due to restriction of facilities and for an order directing the landlord to make repairs, pursuant to sections 27, 31, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on July 1, 2009 as a 6 month fixed term tenancy that ended on December 31, 2009 for a monthly rent of \$1,650.00 due on the 1st of the month; a security deposit of \$1,200.00 was paid. The tenancy included a furnished rental unit.

The tenant has submitted into evidence the following documents:

- Several emails between the tenant and landlord regarding repairs to a clogged drain, the television, dryer and changed locks;
- A receipt from a locksmith for an afterhours service call dated December 7, 2009 in the amount of \$110.05, paid by the tenant; and
- A receipt from a local hotel for one nights lodging dated December 6, 2009 in the amount of \$115.00 in the tenant's name.

The tenant testified that one month after moving in they noticed a burning smell when using the dryer, the landlord was called and she investigated. According to the tenant's testimony, the landlord stated that she would replace the dryer. No action was taken until the weekend of December 5 and 6, 2009 at which point the dryer was removed from the rental unit.

The tenant also testified that in mid October 2009 the television stopped working and was flashing that it needed the lamp replaced. The landlord investigated and stated she

ordered a new lamp. The tenant indicated that they went for 2 months without a television.

The tenant is also claiming for expenses incurred resulting from the landlord locking the rental unit with a lock that he had been told to never use because there was no key. The weekend that the landlord removed the dryer the tenant was out of town and returned late Sunday night and was not able to access his rental unit.

He tried calling the landlord several times, left several messages and got no return calls. The tenant also contacted several locksmiths and got several quotes for after hour services with the least expensive being \$170.00. The tenant testified he decided to stay in a hotel for the night at \$115.00 and not call in a locksmith.

The tenant also testified that he finally connected with the landlord who stated she would send over her agent to unlock the door, no specific time was arranged. The tenant later contacted the landlord again who then informed the tenant that the agent would arrive after 5:00 p.m.

When the agent had not arrived by 5:30 the tenant contacted a locksmith and arranged for an after hour service call. The agent called the tenant at 7:30 p.m. stating she could come by and let them in now. The tenant states they were already in the apartment when the agent called.

The tenant is paid out \$115.00 for the hotel and \$110.05 for the locksmith for a total of \$225.05. The landlord reimbursed the tenant \$170.00 only.

The tenant's financial claim is outlined in the following chart:

Description	Amount
Difference between what landlord has refunded and tenant's expense for locks	\$55.00
Cable charges when no TV was available 2 months at \$87.00 per month	\$175.00
5 months without a dryer at \$40.00 per month	\$200.00
2 months without a television at \$35.00 per month	\$70.00
Total	\$500.00

The landlord provided no documentary evidence and did not attend the hearing, despite confirmation that Notice of Hearing was served via registered mail to and refused by the landlord.

Analysis

Section 27 of the Act indicates that if a service or facility is terminated or restricted the landlord must provide 30 days notice and reduce the rent in an amount that is

equivalent to the reduction in the value of the tenancy agreement. I find that both the television and the dryer are facilities included in the tenancy

As the loss of the dryer and television were not intentional terminations of facilities, the landlord could not provide 30 days notice but because the tenant could not use these facilities, I find he is entitled to compensation in recognition of the devaluation of the tenancy during the noted periods.

As a result of not having a television available I also find that it is reasonable for the tenant to receive compensation for the cost of cable services that the tenant paid during that period when he had no access to television.

In regard to the issue of reimbursement for the locksmith and the hotel resulting from the landlord's, based on the undisputed testimony and evidence provided, I find the tenant took every precaution to try to mitigate the expenses incurred resulting from the landlord locking the rental unit in such a way as to restrict the tenant's ability to enter the unit.

I find that the by the lack of immediate response by the landlord to address the access issue identified by the tenant on the Sunday night and then again on the Monday, the tenant had no choice but to rent a hotel room and find his own locksmith. I therefore find that the landlord is responsible for all costs incurred by the tenant.

Conclusion

I find the tenant has provided sufficient justification for the amount of his claim and that the tenant is entitled to monetary compensation pursuant to Section 67. I grant a monetary order in the amount of **\$550.00** comprised of \$500.00 in compensation as outlined above and the \$50.00 fee paid by the tenant for this application.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: January 21, 2010.

Dispute Resolution Officer