

## **DECISION**

**Dispute Codes:** MNDC, RP, RR and FF

### **Introduction**

This application was brought by the tenant seeking a Monetary Order for loss or damage under the legislation or rental agreement and recovery of the filing fee for this proceeding. The tenant also sought an order for repairs.

### **Issues to be Decided**

This application requires a decision on whether the tenant is entitled to the monetary compensation claimed and in what amount, and whether a repair order is warranted.

### **Background and Evidence**

This tenancy began in 2002. Rent is \$761.35 per month plus parking and the landlord holds a security deposit of \$305.

The tenant's claim arises from the fact that his rental unit is on the top floor of the apartment building and the roof has had a problem with leaking since late 2006 with consequent damage to his ceiling.

The present landlord took possession of the building in October of 2007 and became aware of the problem and attempted repairs in January and February of 2008.

Problems arose again in October and November of 2009 and the landlord again had a repair company attempt repairs to the ceiling and had the kitchen and cupboards repainted.

The tenant stated that in each instance, the repairs had been shoddy and did not last due to the source problem, the leak in the roof not being repaired. He also gave evidence that, after repairs, the kitchen had been left in a mess including drywall dust.

The tenant submitted copies of letters to the landlord dated January 12, 2009, September 9, 2009 and November 18, 2009 outlining the problem and requesting repairs, in addition to telephone and in person appeals to the landlord's agents.

The tenant submitted video and photographic evidence of the continuing unsightly damage to the ceiling, and signs of repeated and sustained leaking in his kitchen ceiling. He claims monetary compensation equal to six month's rent.

The landlord had attempted to have the roof repaired, but their roofer was backed up by a matter of months. At present, the work is under way and is expected to be completed shortly.

The landlord promised during the hearing that when the roof work is complete, the ceiling drywall will be replaced and refinished, knobs will be replaced on the kitchen cupboards, and as requested by the tenant, the exhaust fan in the kitchen will be replaced, and the kitchen will be left clean.

## **Analysis**

I find that the tenant has experienced a substantial loss of quiet enjoyment of the rental unit due to the leaks in his kitchen ceiling and that the tenant made every reasonable effort to inform the landlord and request repairs.

Therefore, I find that the tenant is entitled to monetary compensation equivalent to two month's rent plus recovery of the filing fee for this proceeding, as follows:

First month's rent	\$761.35
Second month's rent	761.35
Filing fee	50.00
<b>TOTAL</b>	<b>\$1,572.70</b>

### **Conclusion**

**I hereby authorize and order** that the tenant may recover the \$1,572.70 by withholding this amount from the next two month's rent due.

**I further order** that, when the roof repair is complete, that the landlord replace and refinish the ceiling in the kitchen of the rental unit, replace the exhaust fan and kitchen cupboard knobs and thoroughly clean the tenant's kitchen as promised during the hearing.

March 9, 2010