

DECISION

Dispute Codes

MNDC, MNSD, OLC, RP, PSF, LRE, RR, FF

Introduction

This is the Tenant's application for a Monetary Order for compensation for damage or loss; for return of the security deposit; for Orders that the Landlord comply with the Act, make repairs to the rental unit and provide services or facilities required by law; for an Order suspending or setting conditions on the Landlord's right to enter the rental unit; a reduction in rent for services or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlord.

All parties gave affirmed testimony and this matter proceeded on its merits.

Background and Evidence

This tenancy began on March 15, 2009. Monthly rent is \$900.00, due on the last day of each month. The Tenant provided the Landlord with post-dated cheques, provided twice a month at \$450.00 each. The Landlord allowed the Tenant to have a dog, but did not require a pet damage deposit. The Tenant paid a security deposit in the amount of \$450.00 on April 1, 2009. The rental unit is in the basement of a house. The Landlord lives in the upper suite.

The Tenant testified that she was supposed to have access to the internet, in accordance with the terms of the tenancy agreement, but she has never been provided with such access. The Tenant provided a copy of the tenancy agreement in evidence.

The Landlord's agent testified that the Landlord did not agree that he would provide internet access, and that the Tenant had written "washer/dryer/internet/my dog" on the copy of the tenancy agreement provided in evidence, and that those words were written on the agreement after the parties had signed it. The Tenant replied that she did write the words on the tenancy agreement, but that the Landlord's agent was present when she did so, and the Landlord signed the agreement after she added the words. The Landlord did not provide his copy of the tenancy agreement (without those hand written words) in evidence.

The Tenant testified that the Landlord did not provide access to the laundry room, nor did he provide a schedule of dates and times she could use the shared laundry room.

The Landlord's agent testified that laundry was free, in accordance with the terms of the tenancy agreement, and that the Tenant was provided with access to the laundry facilities every Sunday.

The Tenant testified that the Landlord turned off the heat to her suite in October, 2009, and that she has had no heat since then.

The Landlord testified that he didn't turn off the heat to the Tenant's suite, and stated that the Tenant was cold because she plugged off the ventilation to her suite, which stopped the hot air from circulating. Later on during the Hearing, the Landlord testified that he did disconnect the Tenant's thermostat because she turned it up too high. He stated that he had not reconnected the thermostat.

The Tenant replied that she put towels down at the base of the doors to stop the drafts in an effort to stay warm.

The Tenant testified that the Landlord did not perform a move-in condition inspection, so she did one on her own with a witness (copy provided in evidence). On April 24, 2009,

the Tenant sent the Landlord a letter outlining deficiencies and requesting repairs and/or services. The Tenant provided a copy of the letter dated April 24, 2009, in evidence.

The Tenant testified that the smoke alarm still dangles from the ceiling and is not working. The Landlord had left the teleconference at this point and the Landlord's agent stated that he knew nothing about the smoke alarm.

The Tenant stated that she will be moving at the end of May, 2010, as a result of the Landlord's failure to provide services and facilities and to repair the broken smoke alarm and other required repairs.

Analysis

This hearing was challenged with the Landlord removing himself from the hearing, stating he was tired and ill, and then re-joining the Hearing at various times.

The Landlord contradicted his testimony with respect to turning off the heat in the Tenant's apartment. The Landlord's agent was not able to provide testimony with respect to the smoke alarm.

Based on the supporting documentary evidence and testimony provided by the Tenant, and the lack of any documentary evidence from the Landlord and his contradictory evidence, I prefer the Tenant's versions of events over the Landlord's or his agent's.

The Tenant has applied to recover the costs of serving the Landlord with the evidence and Notice of Hearing documents, and the costs of photocopying her documents. These costs are not recoverable in Dispute Resolution claims. I dismiss this portion of her claim.

The Tenant has also applied for return of the security deposit, loss of wages and moving expenses. The Tenant still lives in the rental unit and therefore these

applications are premature. I dismiss this portion of the Tenant's application with leave to reapply.

The Tenant applied for compensation to cover medical expenses incurred as a result of the stress she has been under due to what she alleges to be the Landlord's actions and inactions. The Tenant provided a copy of a note from a medical doctor, but no proof of the actual cost of any medical expenses. This portion of her claim is therefore dismissed without leave to reapply.

The Tenant has applied for compensation for no access to the internet, based on a monthly fee charged for basic services in the amount of \$25.00 per month for the term of the tenancy. I find the amount claimed to be a reasonable amount and award the Tenant the amount claimed.

The Tenant has applied for compensation for lack of laundry facilities agreed upon, at the rate of \$18.00 (4 loads), plus gas expenses (\$7.50) every two weeks. The Tenant testified that the laundry facility she used was approximately 8 kms away, return trip. I find the amount claimed by the Tenant to do her laundry, to be a reasonable amount and award the Tenant the amount claimed. The Tenant did not provide evidence with respect to the amount of fuel her vehicle consumes, and I find the compensation the Tenant seeks for travelling expenses to be high (approximately \$.50 per km). The onus of proof is on the Applicant, and I find insufficient evidence to support this portion of the Tenant's claim.

I provide the Tenant with rent abatement for lack of heat for the months of October, 2009 to and including May, 2010, in the amount of \$100.00 per month.

The Tenant has been partially successful in her application, and is entitled to recover the filing fee from the Landlord.

As the Tenant is ending the tenancy at the end of the month, I decline to order the Landlord to provide internet and laundry facilities.

Section 32(1) of the Act states:

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I order the Landlord to comply with Section 32 of the Act and provide the Tenant with a fully functioning smoke alarm and reconnect the thermostat to the rental unit immediately.

I find that the Tenant has established a monetary award, calculated as follows:

Compensation for no internet access (\$25.00 per month for 14 months)	\$350.00
Compensation for lack of heat (\$100.00 per month for 7 months)	\$700.00
Compensation for no access to laundry facilities (\$36.00 per month for 14 months)	\$504.00
Recovery of the filing fee	\$50.00
Total amount due to the Tenant	\$1,604.00

Conclusion

I hereby grant the Tenant a Monetary Order in the amount of \$1,604.00 against the Landlord. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

I order the Landlord to comply with Section 32 of the Act, and to provide the Tenant with a fully functioning smoke alarm and reconnect the thermostat to the rental unit immediately.

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: May 18, 2010