

## **DECISION**

Dispute Codes      MNDC, RP, RR, FF

### Introduction

This hearing dealt with the tenants' claim for compensation for damage or loss under the Act, regulations or tenancy agreement; for an Order for repairs; for authorization to reduce rent for repairs not provided; and, for recovery of the filing fee paid for this application. The landlord did not appear at the hearing and the female tenant appeared on behalf of both tenants. The tenant provided a registered mail receipt as evidence that the landlord was notified of this hearing and the tenants' application by registered mail. A search of the Canada Post website indicated the registered mail was successfully delivered. I was satisfied the tenants sufficiently notified the landlord of this hearing and I proceeded to hear from the tenant without the landlord present.

### Issues(s) to be Decided

1. Are the tenants entitled to compensation for damage or loss under the Act, regulations or tenancy agreement?
2. Is a repair order required?
3. Are the tenants entitled to reduce rent payable for repairs not provided?

### Background and Evidence

The tenant testified as follows. The tenancy commenced approximately four years ago. The rental unit was provided with an old refrigerator. In February 2010 the refrigerator began making loud explosive noises every twenty minutes and the tenant verbally reported the problem to the manager. By March 10, 2010 the refrigerator was still not repaired or replaced and the tenant wrote a letter to the landlord requesting the refrigerator be repaired or replaced. No response was received to the tenant's letter and the tenant made this application on April 9, 2010. Only a few days before this

hearing, the landlord provided the tenant with a different refrigerator that the tenant had to clean.

In making this application, the tenant stated that she notified the landlord of repairs needed to the refrigerator on March 10, 2010. The tenant requested compensation of \$200.00 calculated as \$100.00 for the two months she and her family had to endure the loud and disruptive sounds from the refrigerator up to the time of making this application. In addition, the tenant sought authorization to reduce rent up to the time the repairs are made.

Upon enquiry, the tenant explained that the noises from the old refrigerator were so loud and frequent the family was unable to get enough sleep and the tenant's child was frightened.

### Analysis

Under section 32 of the Act, a landlord is required to repair and maintain a rental property so that the unit is fit for occupation and in a manner that complies with health, safety and building standards required by law. Under section 28 of the Act a tenant is entitled to quiet enjoyment of the rental unit including freedom from unreasonable disturbance. Where a tenant requires repairs or is suffering from a loss of quiet enjoyment it is reasonable to expect the tenant notify the landlord of such issues in order to minimize the tenant's loss. Then the landlord is afforded a reasonable amount of time to respond to the complaint.

Based upon the evidence before me, I am satisfied the tenant notified the landlord of problems with the refrigerator on March 10, 2010 and the landlord took over two months to respond to the issue. I find this is an unreasonable length of time to respond to the tenant's written complaint. Therefore, I find the landlord failed to take sufficient action to

make necessary repairs and that the tenant's quiet enjoyment was diminished during this time.

In light of the above, I grant the tenant's request for compensation in the amount of \$200.00. I also award the filing fee to the tenant. The tenant is hereby authorized to deduct \$250.00 from a subsequent month's rent in satisfaction of this award and the landlord must consider the rent paid in full.

As I heard the refrigerator has since been replaced, I do not find it necessary to issue a repair order.

### Conclusion

The tenants have been awarded a total amount of \$250.00 which the tenants may deduct from a subsequent month's rent payable. No repair order is provided as I am satisfied the repair has been made.

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 26, 2010.

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Dispute Resolution Officer