



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** *MNDC, CNC, CNL, MNR, OLC, ERP, RP, PSF, RPP, OPT, RR, SS, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside the notice to end tenancy for cause and for landlord's use of property. The tenant also applied for a monetary order for the cost of labour and materials for the repairs she had made to the rental unit, the cost of emergency repairs, the cost of a washer and dryer that she had installed, the extra heating costs that she incurred and the filing fee. The tenant also applied for a reduction in rent.

The landlord did not attend the hearing. I accept the evidence of the tenant that the landlord was served with notice of this application and hearing by registered mail. The tenant provided tracking numbers for the mailing of the notice of hearing on September 03 and the evidence on October 04, 2010.

The tenant attended the hearing and was given full opportunity to present evidence and make submissions. The tenant was represented by her brother and a social worker.

At the start of the hearing, the tenant informed me that she had applied for substitute service in error and also had received a single notice to end tenancy for cause.

Therefore the portion of the tenant's application for substitute service and to dispute the notice to end tenancy for landlord's use of property is not relevant to this dispute and accordingly dismissed.

### **Issues to be decided**

Does the landlord have cause to end the tenancy? Is the tenant entitled to a monetary order to recover the cost of labour and materials that she incurred for emergency repairs? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on November 01, 2003. The rental unit consists of a trailer. The monthly rent is \$550.00 payable on the first of the month. The rent includes \$100.00 for propane. There is no written tenancy agreement.

The tenant stated that since the start of the tenancy, the blinds were broken, some electrical outlets didn't work and others did not have covers, the floor of the trailer was rotting in places and the hood fan was inoperative. The tenant stated that the front door knob was broken for the past 2-3 years. The tenant also stated that the window sills were rotting and the fronts of the kitchen drawers and cupboard doors were broken. The tenant stated that over the years, she verbally informed the landlord about the condition of the unit and he did not carry out any repairs. She stated that upon informing the landlord about the problems in the trailer he would tell her that it was too costly to fix and that she should move out. The tenant did not provide the landlord with any written complaints and continued to live for several years with the above problems.

On August 30, 2010, the landlord inspected the trailer and documented his findings on a move out inspection report. He found considerable damage to the unit and served the tenant with a one month notice to end the tenancy for cause. The reason for the notice was that the tenant has caused extraordinary damage to the rental unit.

The tenant has applied for compensation for the condition of the trailer and for an order seeking action on the part of the landlord to carry out repairs.

The tenant is claiming the following:

1.	Cost of fixing Porch	\$500.00
2.	Painting Supplies	\$498.22
3.	Washer/Dryer	\$100.00
4.	Heating costs	\$300.00
5.	Labour	\$200.00
6.	Paint	\$60.00
	<b>Total</b>	<b>\$1658.22</b>

The tenant is also applying for an order for the landlord to carry out the following repairs:

1. Rewire the unit and replace covers on electrical outlets
2. Replace entire flooring
3. Repair windows
4. Fix insulation and skirting
5. Fix drawer fronts and cupboard doors
6. Replace bath tub and toilet
7. Replace Range hood
8. Replace walls where rotted
9. Replace blind holders
10. Replace window ledges
11. Fix lock and hole on front door
12. Hire exterminator for eradication of spiders and mice

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove the grounds alleged namely that the tenant has caused extraordinary damage to the rental unit. The landlord did not attend the hearing to defend the notice to end tenancy. Therefore the notice is set aside and the tenancy will continue on the original terms of the tenancy agreement.

Based on the undisputed testimony of the tenant and the condition inspection report, I find that the rental unit is in need of repairs. The tenant did not put the landlord on notice by serving him with written complaints and continued to live in the rental unit in this condition for most of the tenancy. In addition the tenant did not make application for an order for the landlord to carry out repairs. The tenant carried out some repairs without any written authorization from the landlord. Therefore I find that the tenant is not entitled to her monetary claim.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

Accordingly I will award the tenant a onetime deduction of \$200.00 off her rent for November 2010, as nominal damages. The tenant will pay \$450.00 for November. Rent will return to the original amount of \$550.00 on December 01, 2010.

I also order the landlord to carry out the entire list of repairs by December 31, 2010. If by that date the repairs are not complete the tenant will deduct \$100.00 off her rent effective January 01, 2011 and off every subsequent month until all the repairs are completed.

### **Conclusion**

The notice to end tenancy is set aside. The tenancy will continue. The tenant may deduct \$200.00 off her rent for November. I grant the tenant an order seeking landlord’s action to repair the unit.

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: October 18, 2010.

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Dispute Resolution Officer