



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute codes      MNDC FF O

### Introduction

This hearing dealt with an application by the tenant for a monetary order. The tenant has also requested recovery of the \$50.00 filing fee from the landlord. Although served with the Application for Dispute Resolution and Notice of Hearing in person on September 16, 2010 the landlord failed to attend the hearing.

### Issues

Is the tenant entitled to a monetary order?

### Background and Evidence

This tenancy began on September 1, 2002. The rent is \$852.00 per month. The rental unit is on the ninth floor of the residential property. The tenant resides in the rental unit with her adult daughter.

At the hearing, Ms. R testified that the sole elevator in the building was out of service for two extended periods during the past year: first, in April/May 2010 for three weeks on business days from 8:00 a.m. to 4:00 p.m.; and second, from June 2 – 24, 2010 plus one other day in June. According to Ms. R, these extended periods with no elevator service affected the lives of both her and her daughter “tremendously” due to the fact that her work shifts are during non-standard business hours and that her daughter is a costume designer and has to bring her sewing machine and fabrics to and from sets to her apartment. According to Ms. R, the nine floors of stairs were exhausting and affected their ability to carry on their normal daily activities during these periods. Accordingly, Ms. R believes she should be compensated for the loss of the elevator service.

### Analysis

The tenant has made a monetary claim in the total amount of \$852.00 as compensation for the absence of elevator service for two three-week periods in April, May and June of

this year. In this regard, Section 27(1) of the Act states that a landlord must not terminate a service or facility if the service or facility is essential to the tenant's use of the rental unit as a living accommodation. By the same token, Section 32 of the Act requires the landlord to maintain the residential property in a state of repair that complies with safety and housing standards required by law.

In the present case, the elevator was out of service due to repairs that were being conducted. Clearly, the landlord has a duty to maintain the elevator in safe, working condition but the length of time that the elevator was out of service was extraordinary and caused particular hardship and inconvenience to this tenant and her daughter due to the nature of their work and the floor upon which the rental unit is located.

In the absence of any evidence from the landlord, I am satisfied that the tenant suffered a loss of service for which she should be compensated. I am also satisfied that the amount claimed by the tenant is reasonable in the circumstances.

### Conclusion

I order the landlord to pay to the tenant the sum of \$852.00. This amount may be deducted off the tenant's next rental payment.

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*.