



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, RR

Introduction

This matter dealt with an application by the tenant to obtain a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, and an Order to reduce rent for repairs, services or facilities agreed upon but not provided.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlords by registered mail on December 06, 2010. I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlord's absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlords did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to reduce his rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenant states this month to month tenancy started on September 01, 2008. He pays a monthly rent of \$800.00 which is due on the first of each month. The tenant also states he paid a security deposit of \$400.00 on September 09, 2008.

The tenant states that since the start of his tenancy he has had no stove or heating in any rooms with the exception of the master bedroom and hall. The tenant states that he moved into this unit which is on the third level of a heritage home and was not aware until the day after he moved in that there was no stove or the ability to put a stove into the kitchen as there are no electrical points for a stove to be installed. The tenant states he makes do with a cooking element. The tenant states he also discovered that there is no heating in the living room, kitchen, bathroom or second bedroom and the only heater is what appears to be an oil heater that heats the master bedroom and part of the hall. He states he has had to provide heaters for these rooms.

The tenant states he signed a tenancy agreement but was never given a copy of this. He states he has asked the landlord on different occasions for a copy of the agreement but has since been told the agreement is in Iran.

The tenant states the rental unit is not worth the \$800.00 a month rent without these facilities and seeks a rent reduction of \$200.00 per month. The tenant also seeks to recover \$300.00 per month from the start of his tenancy in September, 2008 because the unit is not equipped for cooking and heating and therefore the value of his tenancy is reduced.

Analysis

The landlords did not appear at the hearing to dispute the tenants' claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the landlords, I have carefully considered the tenants documentary evidence and affirmed testimony before me.

It is my decision that the tenant has provided insufficient evidence to support his claim that a stove and heating formed part of his tenancy. However, as the landlord has failed to comply with section 13 (3) of the *Act* by giving the tenant a copy of the tenancy agreement within 21 days of signing the agreement, this has prevented the tenant from providing a copy of the agreement in evidence to determine what was included in his tenancy.



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Consequently, I dismiss the tenants' application with leave to reapply and Order the landlords to provide a copy of the signed tenancy agreement to the tenant within 14 days of receiving this decision.

Conclusion

The tenants' application is dismissed in its entirety with leave to reapply.

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: December 30, 2010.

Residential Tenancy Branch