

DECISION

Dispute Codes MNDC, RP, RR, FF

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for compensation. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on or about January 1, 2011 and will end June 30, 2011. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00. The tenant testified to the following; that they are seeking \$900.00 as compensation for having to live with several items in their rental unit that they found unsatisfactory, the items were an unfinished bathroom, window screen coverings, unsafe door lock, and frame damage to the front door. The landlord testified to the following; disputes any issues with the window screen coverings, door frame, and door lock, does agree that the tenant was inconvenienced for two days when bathroom repairs were done, and that any other items are small touch up and finishing repairs that will be completed once the tenancy is over.

Analysis

I accept the joint testimony from both parties as it pertains to the bathroom repairs. In the landlords own testimony he acknowledged that the tenant was without a bathroom

for two days and the tenant did confirm that. When I asked the tenant how they came to the amount they were seeking, she replied “because I deserved it for what I’ve gone through”. Based on the documentary evidence provided to me by both parties I find that the tenant is entitled to compensation for those two days at a rate of \$30.00 x 2 days = \$60.00. The tenant is also entitled to recovery of the \$50.00 filing fee. As for the rest of the tenants’ claims I dismiss that portion of their application as they have failed to satisfy me through their documented evidence and the disputing testimony from the landlord of such.

The tenant has not paid the June rent as of today.

Conclusion

The tenant is entitled to deduct a total of \$110.00 from the June rent and pay the landlord the remaining amount of \$790.00.

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: June 08, 2011.

Residential Tenancy Branch