



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the outset of the Hearing, the Tenant stated that the Landlords have served the Tenants with a Notice to End Tenancy as the Landlords will be renovating or demolishing the unit. The Tenant states that they will be moving out of the unit by September 30, 2011 pursuant to this notice and therefore the Tenant withdraws all claims in the application except the claim for compensation and the recovery of the filing fee.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on December 3, 2010. Rent in the amount of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$300.00 and a pet deposit in the amount of \$200.00.

The Tenant states that between December 2010 and mid July 2011, various problems arose with the unit and that the Landlord took between a week to two weeks to make necessary repairs to each of the following items after the Tenant reported the problem: a broken door, leaking roof, leaking bathroom faucet, plugged sink, wet bathroom floor, leaking shower tiles. The Tenant states due to the need for repairs, the Tenants lost the use of the tub and shower for a 24 hour period as well as loss of quality and peaceful enjoyment of the unit during the time that the repairs were not done. The Tenant states

that although the Landlord addressed the problems, the time taken by the landlord to fix the problems was unreasonable and the Tenant claims compensation in the amount of \$20.00 per day for each day that the Tenants suffered the loss to a total of 52 days at \$1,040.00.

The Landlord states that the days claimed by the Tenant are longer than it actually took for the Landlord to make the repairs and that as soon as the Tenant notified the Landlord about the necessary repairs, the Landlord responded immediately and all the repairs were done in a reasonable amount of time.

The Tenant further claims a breach of privacy by the Landlord on July 9, 2011 when the Landlord was videotaped conducting an authorized condition inspection. The Tenant states that the Landlord was only given permission to work on the repairs to the bathroom and that the Landlord entered other rooms of the house and took pictures. The Tenant claims an undetermined amount for this breach. The Landlord states that on July 9, 2011, the Landlord was inspecting the rest of the unit as requested by the Tenant's wife who wanted the Landlord to check for other necessary repairs while attending the unit for the repair of the bathroom. The Landlord does admit to taking pictures of the unit in order to gather evidence of damage to the unit by the Tenants.

Analysis

Section 32 of the Act requires a landlord to provide and maintain residential property in a state of repair that makes it suitable for occupation by a tenant. There is no dispute that the Landlord made the necessary repairs. In assessing the amount of time taken by the Landlord to make the various repairs to the unit, I find that the Landlord responded quickly to the Tenant's reports of problems with the unit and that the time taken by the Landlord to make the necessary repairs was reasonable, given the types of repairs done. I therefore dismiss this part of the Tenant's application.

Section 28 of the Act provides a tenant with an entitlement to reasonable privacy while section 29 of the Act allows a landlord to enter a unit for a reasonable purpose with the permission of the tenant. The undisputed evidence shows that the Landlord was given permission to enter the unit to work on the bathroom and was filmed on video inspecting other rooms and taking pictures. I also accept the evidence that the Landlord was given permission by the Tenant's wife to inspect the rest of the house for other necessary repairs. No permission however was provided to the Landlord to take pictures of the unit for the purpose of documenting damages by the Tenants. I find this to be a gross violation of the Tenants' privacy and I find that the Tenants are entitled to compensation

for this violation. Accordingly, I award the Tenant the amount of \$500.00 in compensation. The Tenant is also entitled to recovery of the filing fee for a total entitlement of **\$550.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$550.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 23, 2011.

Residential Tenancy Branch