



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RP

Introduction

This hearing was convened in response to an application filed by the tenant seeking:

1. A monetary Order for compensation for damage or loss under the Act in the sum of \$10,000.00;
2. An Order that the landlord comply with the Act, regulation or Tenancy Agreement;
3. An Order that the landlord make emergency repairs for health or safety reasons; and
4. An Order that the landlord make repairs.

This hearing was originally scheduled for August 22, 2011. At that time the landlord attended the hearing to request an adjournment. The landlord testified that he had not had time to review the evidence in this matter or to seek legal advice.

The landlord's request for an adjournment was granted and the hearing was rescheduled for September 26, 2011. The landlord did not appear at the hearing. His agent attended seeking an adjournment on behalf of the landlord.

On September 26, 2011 the landlord did not attend. The landlord's agent MH attended to request an adjournment on the landlord's behalf. The request for adjournment was denied.

Issue(s) to be Decided

Is the tenant entitled to any of the Orders sought?

Background and Evidence

This tenancy began in February 2010 and ended July 2011. The tenant says his rent was paid by social services directly to the landlord. The tenant says his room was infested with bugs and rats. There was a sink that did not work properly. In his

submissions the tenant says he has never been "...part of fixing conditions and the fixing is no good." The tenant says he worked with the landlord in the past to fix a room but due to health and safety issues he was advised not to work there.

The tenant says the landlord threatened to evict and retain his security deposit because he does not get his medications including his methadone prescription from the landlord's pharmacy. The tenant says he did not obtain his methadone from the landlord's pharmacy because it is watered down. The tenant says he knows this to be true because his doctor tested him and found no methadone in his system. However when he began doing repairs for the landlord the landlord increased his dosage and this was such a shock to his system that the tenant says he lost his hearing temporarily. When the tenant stopped working for the landlord the landlord reduced his dosage and the tenant says he began to get the shakes. Further, the tenant says management has entered his room without permission. The lock on his door has been broken and has never been repaired.

Analysis

As this tenancy has now ended the tenant's claims for:

1. An Order that the landlord comply with the Act, regulation or Tenancy Agreement;
2. An Order that the landlord make emergency repairs for health or safety reasons; and
3. An Order that the landlord make repairs.

With respect to the tenant's claim for \$10,000.00 in compensation for damage or loss, I find the tenant has failed to supply sufficient evidence to support a finding that he has suffered a loss for which he should be awarded \$10,000.00. However, accepting his evidence with respect to the condition of the rental unit, I find that the tenant he did suffer a loss of quiet enjoyment. Tenants have a right to expect a landlord to live up to his/her responsibility to ensure rental units meet "health, safety and housing standards" established by law and that they are reasonably suitable for occupation given the nature and location of the property. The undisputed evidence in this case is that the tenant was forced to live with bug and rat infestations and the landlord made demands on him (such as forcing him to obtain his prescriptions from the landlord) under threat of eviction. Policy 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 proven, but they are an affirmation that there has been an infraction of a legal right

which I find to be the case here and I will award the tenant \$1,593.75 representing 25% of the rent the tenant paid over the course of this tenancy.

Conclusion

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: September 27, 2011.

Residential Tenancy Branch