



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, OLC, ERP, RP, PSF, RR

Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for cost of emergency repairs; to order the landlord to comply with the Act, regulation, or tenancy agreement; to make emergency repairs for health or safety reasons; to make repairs to the unit; and to provide facilities required by law.

The tenants participated in the hearing and provided affirmed testimony. The tenants testified having served the Notice of a Dispute Resolution Hearing to the landlord in person on October 20th, 2011. The landlord did not participate and the hearing proceeded in the landlord's absence.

During the hearing the tenants clarified that they did not pay for emergency repairs, and therefore no monetary claim was made in that regard; therefore I dismiss this aspect of the tenants' claim.

Issue(s) to be Decided

Are the tenants entitled to a Monetary Order, and for what amount?

Are the tenants entitled to rent reduction?

Did the tenants establish that orders to the landlord are required for emergency repairs?

Background and Evidence

The rental unit consists of a basement suite in a single family home. Pursuant to a written agreement, the tenancy started on August 1st, 2011. The rent is \$700.00 per month.

The tenants submitted an array of problems with the tenancy. They stated that the unit is infected with rodents, which they can hear crawling through the walls. They stated that they have been seen rats running through the unit; and that the rats have made their way into their groceries and eaten a substantial amount of food while leaving feces behind. They stated that there is insufficient power to heat the unit properly; they said that an auxiliary electric heater blew a circuit and that they now rely on stove heat and a heater in one of the bedrooms. They stated that they heard water leaking through a wall that caused damaged to the ceiling. They said that these emergency repairs are not done and that any repairs are kept to the minimal and below adequate standards; for example they said that insulation is exposed through the joints and that several holes caused by the rats need to be sealed.

In their documentary evidence, the tenants provided 37 photographs in support of their oral testimony, and two letters to the landlord dated September 19th, 2011 and October 8th, 2011 requested that the landlord tend to these issues. They stated that the landlord responded that they can just move out, or that the issues will be addressed once the landlord's husband returns from the hospital.

The tenants also stated that the landlord and the children are noisy, and that they can hear regular home life activities through the hardwood flooring and the walls well after 10PM.

One of the tenants is 15 years old and stated that this has caused him a great deal of stress and fear; he stated that he has nightmares, lost sleep and that his school

attendance and his grades have been affected. He stated at the hearing that he is seeking \$3500.00 in compensation for loss of quiet enjoyment.

The tenants are asking for the following emergency repairs:

- That the landlord seals the holes in the unit.
- That the landlord calls an exterminator to get rid of the rats and other insects such as spiders.
- That the landlord provides adequate heat.
- That the landlord provides adequate power.

Analysis

I accept the tenants' undisputed testimony that they served the landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

In their application for dispute resolution, the tenants requested compensation in the equivalent of one month's rent and a rent reduction of \$100.00 per month. They did not amend their application to claim \$3500.00 which at any event would be more than the amount paid for rent, and which I find unreasonable. Therefore I will only consider the amount stated in their application.

Section 28 of the *Residential Tenancy Act* provides in part that a tenant is entitled to quiet enjoyment including, but not limited to; reasonable privacy and freedom from unreasonable disturbance. The tenants did not provide sufficient evidence that the landlord's activities were so egregious and out of the ordinary that they are entitled to compensation for this aspect of their claim. While the structure of the home may present challenges, opposite lifestyles or habits do not necessarily constitute a breach of the Act. Therefore I dismiss this aspect of the tenants' claim.

S 32(1) of the *Residential Tenancy Act* provides in part that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and to make it suitable for occupation by a tenant. On a balance of probabilities and in the absence of evidence from the landlord, I find that the tenants established that the landlord has not made the necessary repairs to the unit; I am satisfied that the tenants addressed the issues and that the landlord has been properly made aware.

I hereby order the landlord to make to seal the walls, to repair any water leak, to exterminate rodents and insects, and to provide proper heating and power no later than December 12th, 2011.

Section 65 of the Act provides in part that a tenant's rent may be reduced by an amount that is equivalent to a reduction in the value of the tenancy agreement. Accordingly, I allow the tenant \$200.00 per month for the devaluation of the tenancy for the months of September through November 2011. I hereby award the tenants a rent reduction of \$100.00 for the month of December 2011.

If the landlord fails to comply with the above mentioned orders within the specified time frame, the tenants are at liberty to make application for further compensation.

Since the tenants were successful, I award the tenants recovery of the \$50.00 filing fee.

Conclusion

The tenants established a claim of \$650.00, which they can deduct as a one-time amount from their next payment in December 2011. Concerning the rent reduction for December 2011, the tenants can deduct a one-time amount of \$100.00 from the January 2012 rent.

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: November 08, 2011.

Residential Tenancy Branch