



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, RP, MNC and FF

Introduction

This application was brought by the tenants on October 26, 2011 seeking a monetary award for loss of use of the kitchen during renovation, recovery of costs incurred as a result, an order for repairs and recovery of the filing fee for this proceeding.

During the hearing, the attending tenant withdrew the request for a repair order when the landlord explained that he thought the contractor had taken care of the small repairs in question and the tenant accepted on faith that he would attend to them.

Issue(s) to be Decided

This matter requires a decision on whether the tenants are entitled to a monetary award for the loss of use of the kitchen and other consequent costs of the work.

Background, Evidence and Analysis

This tenancy began on June 1, 2010 under a two-year fixed term agreement set to end on May 31, 2012. Rent is \$1,300 per month and the landlord holds a security deposit of \$650.

During the hearing, the parties concurred that they had verbally discussed and agreed that the landlord would be renovating the kitchen in the rental unit during the tenancy. The parties had conferred on a time when the tenants would be away from the rental and agreed on the first two weeks of September of 2011.

Unfortunately, the work was not substantially completed until three days after the tenants returned. As a result, the tenants submit the following claims on which I find as follows:

Solicitor's consultation fee - \$28. Dispute resolution proceedings are conducted by administrative hearing designed specifically to be fully accessible to lay persons without legal counsel. Consequently, there is no mechanism available to reimburse parties for this discretionary cost. Therefore, this part of the claim is dismissed.

Postage - \$9.73. Again, because methods of service are entirely discretionary and may vary considerably, the *Act* does not provide for reimbursement of this or other preparation costs. This part of the claim is dismissed.

Apartment cleaning - \$78.28. The tenant gave evidence that the rental unit had been left with some residue of tile dust and need for other cleaning and engaged a cleaning service to restore it to the condition in which it was left. The claim is supported by a receipt. The landlord stated that he was unaware of this claim and felt he should have had an opportunity to inspect the unit before the tenant committed to it. I find merit in both positions but that, on balance, the tenants had a right to have the rental unit restored to the pre-renovation level of cleanliness and allow this claim in full.

Carpet cleaning - \$72.80. As with the general cleaning, I find that the tenants are entitled to recover this cost in full.

Loss of use - \$606.20. The tenant's make claim for reimbursement of the full rent for 14 days during which they were away. In considering this claim, I take into account that the landlord made every effort to accommodate the tenants on scheduling the work and most of it was done while they were away. In addition, even if the tenants had not been away, they still would have had use of the rest of the apartment except for the area of living room on which they had stored the kitchen contents. This is balanced by the fact the work continued for three days after their return. I find that the tenants are entitled to a rent abatement of \$150 for the disruption.

Filing fee - \$50. As the application has succeeded on its merits, I find that the tenants may recover the filing fee for this proceeding from the landlord.

Thus, I find that the tenants are entitled to a monetary award calculated as follows:

Apartment cleaning	\$ 78.28
Loss of use	150.00
Filing fee	50.00
TOTAL	\$351.08

As authorized under section 72(2)(a) of the *Act*, I hereby order that the tenants may recover the \$351.08 owed to them by the landlord by retained that amount from the next month's rent due. Therefore, the rent due for December 2011 will be \$948.92.

Conclusion

The landlord owes the tenants \$351.08 which they are authorized to withhold from the rent due on December 1, 2011.

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 15, 2011.

Residential Tenancy Branch