



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, RP*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$500.00, for having to live with the presence of a sewage type odour in one bedroom. The tenant also applied for an order directing the landlord to carry out repairs. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing the tenant stated that he had decided to move out at the end of January 2012. Therefore his application for an order directing the landlord to carry out repairs is moot as the tenancy is ending. Accordingly, this hearing only dealt with the tenant's application for compensation.

Issues to be decided

Was the landlord negligent in following up on the tenant's complaint? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on September 24, 2011. The monthly rent is \$2,000.00. Prior to moving in the tenant paid a security deposit of \$1,000.00.

The tenant stated that on November 11, 2011, he informed the landlord that there was an odour of sewage in one of the bedrooms. The landlord had a plumber attend to the complaint on November 16. The landlord stated that the adult daughter who occupies the bedroom uses air fresheners and it was not possible to detect any odour.

Despite the lack of a detectable odour, the plumber returned on November 23 with a camera to check the inside of the sewage pipes. The tenant stated that the plumber told him that there was break in the pipe and even showed it to him on the camera screen. The landlord filed a report from the plumber which stated that no odour was detected and no crack or separation in the drainage pipes was seen.

The tenant complained about the smell of methane and the landlord had Fortis gas inspect the residence. A note from the Operations manager states that there was no leak or smell of gas. The tenant filed an email from a person who states he is a technician for a plumbing company and that he detected an odour in the bedroom.

The note is an email from a hotmail address and does not contain any information to indicate the company that he works for.

The landlord gave the tenant a \$500.00 reduction in rent for November for the inconvenience he endured while the plumbers were checking out the residence. The tenant is claiming an additional amount of \$500.00.

Analysis

Section 32 of the *Residential Tenancy Act*, states 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 having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

In order to prove an action for a breach of the covenant of quiet enjoyment, the tenant has to show that there has been a substantial interference with the ordinary and lawful enjoyment of the premises, by the landlord's actions that rendered the premises unfit for occupancy.

In this case, I find that the tenant has not proven that the landlord neglected her duties as a landlord. The landlord followed up on the tenant's complaints and filed evidence to support her findings. I find that the tenant may have been inconvenienced while the plumbers checked out the problem, but temporary discomfort or inconvenience does not constitute a basis for a breach of the covenant of quiet enjoyment. Despite this, the tenant has already received compensation from the landlord for any inconvenience he may have endured.

Based on the evidence in front of me, I find that the tenant's complaints were investigated by professional plumbers and the local gas supply company and found to be without merit. Accordingly, I find that the tenant is not entitled to further compensation.

Conclusion

The tenant's application is dismissed in its entirety.

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: January 16, 2012.

Residential Tenancy Branch