



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### 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 for return of the security deposit - Section 38.

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

### Preliminary Matter

At the onset of the Hearing, the Tenant confirmed that no claim is being made in relation to the security deposit as this matter has been dealt with in a previous Hearing. Accordingly, this part of the application is dismissed.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

A previous Decision, dated February 27, 2012 on a separate dispute between the Parties notes that the Parties agreed that the tenancy started in March 2009. The tenancy ended on October 31, 2011. Rent in the amount of \$900.00 was payable monthly.

The Tenant states that from the onset of the tenancy several repairs to the unit were required, that the Tenant requested the repairs be made and that the Landlord failed to make the repairs as follows: leaks from the sink, pipes and taps in the bathroom; a

damaged locking system on the sliding balcony window/door; paint damages on the bedroom and living room walls; and, a floor to ceiling crack in the living room wall. The Tenant states that the Landlord was asked at least four times throughout the tenancy to make the repairs. The Tenant states that the Landlord did provide the Tenant with a new lock for the glass window/door after approximately one year but instructed the Tenant to replace the lock themselves. The Tenant states that this was not done as the Tenant did not know how to do this and did not have any tools. The Tenant states that in the last two months of the tenancy the Landlord made a hole in the bathroom ceiling to repair other leaks in the building but never repaired the hole. The Tenant provided statements from four witnesses who saw these problems with the unit. The Tenant also provided photos of the repairs required. The Tenant argues that because the Landlord failed to make these repairs, the Tenant suffered loss of normal use of the unit and a loss of quiet enjoyment. The Tenant states that no application was made before now because of cultural factors, because the Tenant continued to hope that the Landlord would make the repairs and because the Tenant was concerned about creating problems that might affect his residency as a refugee in Canada.

The Landlord states that prior to moving into the unit, the Tenant was informed that the unit was in need of repairs but that the Tenant wished to move into the unit anyway and before such repairs could be made. The Landlord does not deny that the wall was cracked and not fixed and that the bathroom ceiling hole was made and not fixed by the Landlord. The Landlord states that the lock for the window/door was not fixed by the Landlord but that the Landlord left the Tenant a new lock for the door as the Tenant asked to put the lock on themselves. The Landlord states that at the end of the tenancy, the window/door did not have the new lock on and has no idea where the new lock went. The Landlord states that there was no paint peeling at the beginning of the tenancy and that the damages to the paint was caused by the Tenant's placement of furniture against the walls. The Landlord states that some repair was made to the leaks in the bathroom but does not recall what was done or when it was done. The Landlord states that he tried to do his best and that the Tenant was allowed to move into another

unit. The Landlord states that the Tenant was not charged for any cleaning costs at move-out.

The Tenant denies telling the Landlord that the new lock would be replaced by themselves and argues that it would not be reasonable for a Landlord to leave such repairs to the Tenant as there are implications for security, insurance and further damage.

The Tenant claims \$3,200.00 in compensation or a rent abatement of \$100.00 per month for 32 months.

### Analysis

Section 32 of the Act provides that a landlord must provide and maintain a unit in a reasonable state of decoration and repair. Section 7 of the Act provides that if a landlord does not comply with the Act, the landlord must compensate the tenant for damage or loss that results. Given the undisputed evidence that the Landlord failed to make repairs to the hole in the bathroom and to the crack in the living room wall, I find that the Tenant has substantiated that the Landlord failed to make reasonable repairs to the unit. Given the Landlord's inability to state when and what repairs were made to the bathroom leaks, I find that the Tenant has substantiated that such repairs were reasonably necessary and left un repaired by the Landlord. Given the Landlord's admission that the lock to the door/window was not repaired by the Landlord, I find that the Tenant has substantiated that the Landlord failed to make such repairs. Although the Landlord argues that this was not done due to the Tenant's request, without making a finding on whether the Tenant made such a request, I accept the argument that such excuse is not reasonable for alleviating a Landlord's obligation to repair. Although the Tenant claims a loss from paint damage to the unit, given that the walls are not visible in the photo evidence, I find that the Tenant has not substantiated this loss.

Although the Tenant claims an amount of \$3,200.00 for the loss of use of the unit and for loss of quiet enjoyment, I find that Tenant did not establish a significant loss of use

or a significant loss of quiet enjoyment from the state of the unit due to incomplete repairs and find that a more reasonable compensation would be a global amount of \$500.00. Accordingly, I find that the Tenant is entitled to \$500.00.

Conclusion

I grant the Tenant a monetary order under Section 67 of the Act for **\$500.00**. 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: March 1, 2012.

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Residential Tenancy Branch