



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, RP, RR, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for loss under the *Act*, a reduction in rent for repairs and for the filing fee. The tenant also sought an order for the landlord to make repairs to the rental unit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the tenant entitled to compensation and the recovery of the filing fee? Was the landlord negligent in his duty to maintain the rental unit in a condition that is suitable for occupation by the tenant? Is the tenant entitled to a reduction in rent?

### **Background and Evidence**

The tenancy started on August 08, 2005. The rental unit is a two bedroom basement suite. The landlord lives upstairs. The tenant initially moved in as a sub tenant of the then current tenant. Two years later the original tenant moved out and this tenant took over the rental unit. She in turn sublet the second bedroom and paid the full rent of \$900.00 to the landlord. The rent did not include utilities. The tenant was required to pay half the total utilities.

The tenant's sub tenant gave notice to end her sub tenancy on December 31, 2011. The sub tenant paid rent for December but moved out in early December. On December 10, a flood occurred in the basement. The second bedroom was affected by the flood and restoration work was required. The tenant called in a plumber and the landlord agreed to compensate her for the cost of the plumber. The tenant stated that she was asked by the landlord to let the contractors in to complete the work. The tenant has a full time job and had to take time off on four separate occasions to let the trades people in. The tenant is claiming \$200.00 towards the cost of time lost at work to attend to these matters.

The tenant also stated that she had to take additional time off work to process this application and attend this hearing and is claiming \$225.00 in lost wages.

The tenant stated that the second bedroom lacks carpet and portions of the drywall and therefore remains vacant since January 2012. The landlord agreed that carpet and drywall work is pending and stated that it will be done within the next two weeks.

Because the tenant was unable to sub let the bedroom she suffered a loss of income and paid half month's rent for January. However, subsequently the tenant paid full rent for February and March and has applied for a rent reduction in the amount of \$450.00 per month for each month that the work remains incomplete. Both parties agreed that the tenant owes \$450.00 for January.

The tenant is responsible for half the cost of utilities and stated that she is up to date on utility payments. The landlord argued that the tenant still owes utilities but was unable to provide an amount that is current. The landlord referred to his evidence in which the amount owed on February 21, 2012, was calculated at \$871.89 for rent and utilities. However, since then, the tenant has made some payment and both parties disagreed on the amount owed for utilities.

### **Analysis**

Based on the sworn testimony of both parties I find that the restoration work remains incomplete as of the date of this hearing. The damage occurred in December 2011 and due to the condition of second bedroom, the tenant was unable to find a sub tenant resulting in a loss of income of \$450.00 per month, to the tenant.

Based on the approximate square footage of the bedroom (250) in relation to the entire unit (1050), the inconvenience and loss of income suffered by the tenant and the length of time the restoration work remains incomplete, I find it appropriate to award the tenant a rent reduction of \$350.00 per month for the months of January 2012 to April 2012.

I also find that the tenant was required to leave work to let the restoration crew into the rental unit on at least four different days and therefore I find that she is entitled to her claim of \$200.00 for lost wages.

The tenant has also claimed \$225.00 for time spent putting this application together and for time taken off work to attend the hearing. The legislation does not permit me to award any litigation related costs other than the filing fee and therefore I dismiss the tenant's claim for \$225.00.

Since the tenant has proven most of her claim, she is entitled to the recovery of the filing fee of \$50.00.

Overall the tenant has established a claim as follows:

1.	Rent reduction for three months January to March 2012	\$1,050.00
3.	Filing fee	\$50.00
	Total	<b>\$1,300.00</b>
	Minus \$450.00 owed for rent for January 2012	(\$450.00)
	Balance owed to tenant	<b>\$850.00</b>

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The above table does not take into consideration the rent reduction for April 2012. As of April 01, 2012 the tenant will owe a reduced rent of \$550.00. Based on the tenant's established entitlement of \$850.00, the tenant will not pay rent in April and will make a onetime deduction of the balance of \$300.00 from a future rent or utility payment.

### **Conclusion**

The tenant has established a claim of \$850.00 and may retain this amount from future rent or utility payments. The tenant may use this credit towards the reduced rent of \$550.00 for April and deduct the balance of \$300.00 of her established claim from any future rent or utility payment.

The landlord will complete the repair work as discussed. The tenant is at liberty to make application for compensation if the repair work is not completed by mid April 2012.

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 13, 2012.

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Residential Tenancy Branch