



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RP, PSF, LRE, RR, FF, SS

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; 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 provide services or facilities required by law; to suspend or set conditions on the landlord's right to enter the rental unit; to allow a tenant to reduce rent for repairs, services, or facilities agreed upon but not provided, to serve documents or evidence in a different way than required by the Act; and to recover the filing fees associated with this application.

The tenant participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail sent on April 19, 2012, and provided a Canada Post tracking number. The landlord did not participate and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and if so for what amount?

Should the landlord be ordered as requested by the tenant?

Is the tenant entitled to rent reduction?

Can the tenant serve documents or evidence in a different way than required by the Act?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a trailer in a skill hill resort. The tenancy, which was not in writing, lasted approximately one month, starting late September 2011 and ending at the end of October 2011. The rent was \$400.00 per month.

The tenant testified that he entered into an agreement with the landlord to stay at the trailer at a reduced rent in exchange for work on the site, which included duties related to property maintenance, security, and work on the landlord's home. The tenant stated that electricity to the trailer was fed through an expensive solar power system. He said that about a week into the tenancy the solar system failed, causing the batteries to leak and to emit toxic gases. The tenant said that he immediately informed the landlord and that the landlord was not able to fix the problem. The tenant said that the system could not provided sufficient power for heat or even lighting, and that one night was so cold that he had to sleep in his vehicle. The tenant said that the landlord would enter the tenant's trailer to help himself to his food and use the toilet. The tenant said that after one month the system still was not working properly and the landlord allowed the tenant to move into his suite.

The tenant said that due to the unliveable conditions he is claiming compensation for that month's rent.

Analysis

I accept the tenant's undisputed testimony that he served the landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*, and therefore the tenant does not require to serve documents in any different manner. I find that the landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

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.

While I accept that the landlord attended and took steps to make repairs, I find that after considering the location, temperature and potential hazards identified by the tenant, the landlord ought to have offered the tenant to stay in his suite as soon as he was informed that the problem was not fixed. Since the problem started after the first week, I find that the tenant is entitled to a loss of in the value of the tenancy for two weeks, and that he is entitled to compensation for that loss.

Conclusion

I award the tenant compensation for the sum of \$200.00. The tenant is entitled to recover the \$50.00 filing fee, and pursuant to Section 67 of the Act, I grant the tenant a monetary order totalling \$250.00. This Order may be registered in the Small Claims Court and enforced as an order of that Court. Since the tenancy ended, it is not necessary that I consider the tenant's application for orders to the landlord concerning repairs, reduced rent, or access to the rental unit.

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: May 02, 2012.

Residential Tenancy Branch