



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNDC, MNSD, FF, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only.

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on June 19, 2012 in accordance with Section 89..

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for reduction in the value of the tenancy and loss of quiet enjoyment; for all or part of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 28, 32, 38, 46, 55, 67, and 72 of the *Act*.

### Background and Evidence

The tenant testified the tenancy began on May 1, 2012 as a month to month tenancy for a monthly rent of \$600.00 due on the 1<sup>st</sup> of each month with a security deposit paid and that the tenancy ended when she vacated the rental unit on June 17, 2012.

The tenant testified that she provided the landlord with her forwarding address when she served him with the documents for this Application.

The tenant seeks compensation for installing two cable outlets in the rental unit during her tenancy. The tenant did not provide a copy of a written tenancy agreement outlining terms for cable or any receipts for installations.

The tenant testified that from the beginning of the tenancy the tub and bathroom sink were not draining and despite repeated calls it took the landlord until June 1, 2012

before these were repair suitable for use. On June 4, 2012 the tenant notice she had no hot water.

The tenant submits that on June 9, 2012 the pilot light was turned on and there was hot water until 3:00 p.m. that day. During the day, the tenant testified, the landlord came to her door demanding she sign a "lease" and when she wouldn't he stated that he wanted her stuff out by midnight and if it wasn't he would remove it himself.

The tenant testified the landlord then had the gas turned off and taken out of his name and as such there was no gas service to the residential property.

The tenant submitted into evidence a type written notice from the landlord dated June 13, 2012 saying the tenant had failed to pay rent; that she never put gas in her name and demanded payment or vacating the premises within 3 days.

### Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit.

In relation to the tenant's claim for return of the security deposit I find that since she provided the landlord with her forwarding address when she gave him a copy of her Application for Dispute Resolution that this Application is premature as the landlord has 15 days from receipt of the forwarding address to comply with Section 38(1). I dismiss this portion of the claim with leave to reapply.

As to the tenant's claim for reimbursement for the installation of two cable outlets I find the tenant has failed to provide any evidence that the installation was required as part of the tenancy agreement nor has she provided any evidence of the installation itself, such as receipts for the work. I dismiss this portion of the tenant's Application without leave to reapply.

Section 28 of the *Act* states a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with Section 29; and use of common areas for reasonable and lawful purposes, free from significant interference.

Section 32 of the *Act* requires a landlord to 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 for the age, character and location of the rental unit make it suitable for occupation by a tenant.

In relation to the tenant's claim for return of the rent in the amount of \$600.00, I find, based on the tenant's undisputed testimony, that the landlord failed to provide the

residential property suitable for occupation by a tenant; that he took an unreasonable time to repair; and had the gas disconnected, all contrary to Section 32.

I also find the landlord prevent the tenant from having quiet enjoyment of the rental unit, contrary to Section 28, by threatening her with forcible eviction and by issuing a typewritten notice to end the tenancy in violation of any applicable section of the *Act* that allows a landlord to end a tenancy.

### Conclusion

For the reasons noted above, I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$650.00** comprised of \$600.00 devaluation of the tenancy and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: August 24, 2012.

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Residential Tenancy Branch