



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC OLC RP RR

### Introduction

This hearing dealt with an application by the tenant for an order for repairs, an order that the landlord comply with the Act, and orders for monetary compensation and a reduction in rent. The tenant, a witness for the tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Should the landlord be ordered to carry out repairs?  
Should the landlord be ordered to comply with the Act?  
Is the tenant entitled to monetary compensation or a reduction in rent?

### Background and Evidence

#### *Undisputed Facts*

The tenancy began on September 15, 2011. On that date, the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. The report indicates that the kitchen countertop was had a hole, and was old and broken. At the time of the hearing, the countertop had not been repaired or replaced.

During the tenancy, the rental unit was treated for bedbugs, and the landlord paid for the tenant to stay in a hotel for one night after the tenant's rental unit was sprayed.

### *Tenant's Evidence*

The tenant stated that the landlord stated at the outset of the tenancy that they would fix the kitchen countertop, but they have not done so. The landlord's agents repeatedly attended at the rental unit without written notice. The tenant seeks an order that the landlord repair the countertop, and monetary compensation for loss of use of half of the kitchen since the outset of the tenancy. The tenant submitted photographs depicting a hole in the kitchen countertop beside the kitchen sink. The hole appears approximately one inch wide and two inches in length.

The tenant also seeks an order requiring the landlord to pay for the tenant to stay in a hotel for three nights when the landlord next sprays for bedbugs, as the tenant has medical issues that cause her to react badly when her unit is sprayed.

### *Landlord's Response*

The landlord has tried many times to come into the rental unit and repair the countertop, but the tenant always has an excuse. The landlord has the new countertop ready and waiting.

In regard to the hotel request, the landlord believes that the tenant brought in the bedbugs. Further, the landlord understands that the recommended time period for a tenant to stay out of a suite after spraying is four to six hours.

### Analysis

I accept the evidence of the landlord that they are prepared to repair the kitchen countertop and the tenant has repeatedly delayed the landlord's efforts to carry out the repairs. I therefore find that it is not necessary to order the landlord to do repairs. I also find that as the tenant has caused the delay in the repairs, she is not entitled to monetary compensation or a reduction in rent. Moreover, I do not accept the tenant's submission that as a result of the small hole in her countertop, she has lost use of half of her kitchen.

As the tenant has refused the landlord entry to the rental unit in the past, I find it would be in the best interests of both parties for the landlord to serve the tenant with written notice of their intention to enter the rental unit to replace the countertop. The notice to enter must be served or deemed served on the tenant at least 24 hours prior, and must indicate a specific time and date and the purpose for entering the rental unit. The tenant does not need to be present in the rental unit at this time, and the landlord does not

then require the tenant's permission to enter the unit to do this work. If the tenant further bars the landlord from carrying out their work, the landlord may choose to serve the landlord with a notice to end tenancy for cause.

I find that the tenant's monetary application for a potential future expense, for the cost of three nights in a hotel, is premature.

### Conclusion

The portions of the tenant's application regarding an order for repairs and orders for monetary compensation and a reduction in rent for the kitchen countertop are dismissed without leave to reapply.

The tenant's application for monetary compensation for the cost of three nights in a hotel is dismissed with leave to reapply.

I order the landlord to comply with section 29(1)(b) of the Act and serve the tenant with written notice of their intention to enter the unit to repair the kitchen countertop.

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: November 21, 2012.

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Residential Tenancy Branch