



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, OLC, RR, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; to have rent reduced; and 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 *Act* personally on November 6, 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 an order to have the landlord comply with the *Act*, regulation or tenancy agreement; to an order to reduce the rent for repairs not completed; to a monetary order for compensation and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 28, 32, 62, 67, and 72 of the *Act*.

### Background and Evidence

The tenant testified the tenancy began in July 2011 with a monthly rent of \$2,000.00 due on the 1<sup>st</sup> of each month with a security deposit paid.

The tenant testified that in June 2012 there was a flood in the kitchen of the rental unit as a result of an old valve bursting. The tenant submits the landlord had a restoration company remove the flooring and leave fans to dry out the unit over the course of a couple of weeks.

The tenant submits that while the landlord did replace the countertops relatively quickly it took over 2 months for the landlord to complete all of the work, in particular the flooring. The tenant seeks compensation for the loss in value of the tenancy during this period. The tenant also seeks an order to have the landlord complete the trim and threshold work that is not yet completed.

The tenant also testified he had asked the landlord to make some repairs to the closet doors on July 17, 2012. The tenant states the landlord's caretaker attended the unit but did not repair the doors then return some time later after the tenant sought an update with parts to fix only some of the doors and has not yet returned to finish the doors.

### Analysis

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.

Section 28 of the *Act* states that 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 the *Act*; use of common areas for reasonable and lawful purposes, free from significant interference.

In many respects the covenant of quiet enjoyment is similar to the requirement on the landlord to make the rental units suitable for occupation which warrants that the landlord keep the premises in good repair. For example, failure of the landlord to make or delay suitable repairs could be seen as a breach of the covenant of quiet enjoyment because the continuous breakdown of the building envelop would deteriorate occupant comfort and the long term condition of a building.

Residential Tenancy Policy Guideline 6 stipulates that "it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises, however a tenant may be entitled to reimbursement for loss of use of a portion of the property even if the landlord has made every effort to minimize disruption to the tenant in making repairs or completing renovations."

Based on the above, I find the tenant has suffered a reduced value of the tenancy for the loss of quiet enjoyment for a 2 month period because of the repair work required after the flooding. As there is no evidence before me that the tenant caused the flooding I find the tenant is entitled to compensation for this reduced value.

Policy Guideline 6 states: "in determining the amount by which the value of the tenancy has been reduced, the arbitrator should take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use the premises, and the length of time over which the situation has existed".

While the tenant seeks compensation in the amount of \$2,000.00 I find, that as this amount represents ½ month's rent for the 2 month period, this amount is not a reasonable representation of the value lost.

While I recognize the kitchen area of the home is a key room that is utilized every day I find the tenant has not provided any evidence that the kitchen was unusable during this time for food preparation; cleaning; or any other purpose. As such, I find a suitable compensation, in respect to the monthly rental amount and the inconvenience suffered by the tenant to be in the amount \$250.00 for each month.

Further, I accept the finishing work has not yet been completed in terms of thresholds and trim and that the landlord has not yet finished repairs to the closet doors. I therefore order the landlord to complete these repairs no later December 21, 2012.

While I dismiss the tenant's application for a rent reduction at this time, should the landlord fail to complete these repairs I note the tenant is at liberty to file a subsequent Application for Dispute Resolution seeking a rent reduction or compensation for the landlord's failure to complete the repairs and comply with this order.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$550.00** comprised of \$500.00 compensation and the \$50.00 fee paid by the tenant for this application.

I order the tenant may deduct this amount from a future rent payment in accordance with Section 72(2)(a).

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: December 06, 2012.

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Residential Tenancy Branch