



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNR MNDC ERP RP

Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy for unpaid rent, as well as for monetary compensation and orders for repairs and emergency repairs.

Despite having been personally served with the application for dispute resolution and notice of hearing on February 1, 2013, the landlord did not participate in the conference call hearing. Because the landlord did not appear and provide evidence to support the notice to end tenancy, I cancelled the notice to end tenancy.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?
Should I order the landlord to do emergency repairs?
Should I order the landlord to do repairs?

Background and Evidence

The tenancy began on February 1, 2012. The monthly rent, payable in advance on the first day of each month, is \$1300.

The tenants stated that there was a fire in the rental unit kitchen before the tenants moved in, and the kitchen was removed. The landlord had new kitchen cabinets installed, but they were installed improperly. As of the date of the hearing, there was still no running water or sink in the kitchen.

The tenants stated that the furnace cut out on January 23, 2013, and there has been no heat in the rental unit since that date.

The rental unit has numerous other problems including a leaky roof and leaky pipes, and mould on the rotten drywall in the kitchen. The tenants have informed the landlord of the problems, but the landlord has done nothing to resolve the problems. The landlord has instead threatened and lied to the tenants.

The tenants have claimed compensation of \$500 for the lack of a kitchen, lack of heat and loss of quiet enjoyment.

Analysis

Based on the tenants' undisputed evidence, I find that their tenancy has been devalued because of the lack of a kitchen and lack of heat, and that they have also suffered a loss of quiet enjoyment. I therefore grant the tenants' claim for \$500 in monetary compensation.

I find that it is necessary to order the landlord to carry out emergency repairs to restore heat to the rental unit immediately. If the landlord does not restore heat to the rental unit by March 1, 2013, the tenants may apply for further monetary compensation.

I also find it is necessary to order the landlord to carry out repairs to the rental unit kitchen. If the landlord does not bring the kitchen to full working order by March 15, 2013, the tenants may apply for further monetary compensation.

As the tenants did not provide full details of the other items in the rental unit requiring repairs, I decline to make further repair orders at this time.

As the tenants were successful in their application, they are entitled to recovery of their filing fee, in the amount of \$50.

Conclusion

The notice to end tenancy for unpaid rent is cancelled, with the effect that the tenancy continues.

I grant the tenants an order under section 67 for the balance due of \$550. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The landlord is ordered to repair the heating in the rental unit by March 1, 2013. The landlord is further ordered to repair the kitchen in the rental unit by March 15, 2013.

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: February 26, 2013

Residential Tenancy Branch

