



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR

Introduction

This hearing was convened in response to an application filed by the tenant who is seeking an Order for compensation for damage or loss and to be allowed to reduce her rent for repairs and services agreed upon but not provided.

The tenant testified that she was not certain when she served the landlord with the Application for Dispute Resolution and Notice of this hearing. The tenant stated that she recalls having served the package right after picking it up from Service B.C. Further, that she sent the package to the landlord via registered mail although she did not retain the receipt.

The landlord did not appear at the hearing she did file a written response with respect to the tenant's claims. Based on that response I am satisfied that the landlord has had notice of this claim and this hearing.

While the landlord did not appear at the hearing, the tenant appeared and gave evidence under oath.

Issue(s) to be Decided

Is the tenant entitled to the Orders sought?

Background and Evidence

The tenant testified that this tenancy began in September 2011 at which time the landlord agreed she would make certain repairs but she did not do so. The tenant filed an application seeking to have the repairs made and the parties attended a hearing on December 13, 2012 at which time the Arbitrator found:

In the circumstances before me, I do not find that the issue of the tree removal is an emergency repair as defined in the Act, but I do find that it is a necessary repair under the Act. I additionally find that the issues regarding the windows and the patio doors are also necessary repairs, all of which the landlord is obligated to complete.

I find the landlord has not taken sufficient action necessary to remedy the compromised tree, the broken or missing windows and the patio door, as is her requirement under the Act.

I therefore order the landlord to properly repair or replace the windows in question in the rental unit, to repair the patio door and to make the arborist's recommended remediation to the willow tree before January 15, 2013.

I find that should the landlord fail to fully repair or replace the windows and patio door and remediate the tree in a manner recommended by the arborist by January 15, 2013, the tenant is at liberty to file another application for dispute resolution and seek an order reducing her monthly rent until such repair, replacement or remediation, in their entirety, has been completed.

The tenant testified that the repairs were completed within the time limit set except the repair to the glass sliding door which has not been accomplished. The tenant submits that she is seeking \$60.00 in compensation for the landlord's failure to repair the glass sliding door.

The tenant states further that the subject willow tree branches were cut down but the branches were simply left on the ground thereby blocking the tenant's rabbit's access to his exercise area. The tenant says the branches are now gone but they were likely taken away by beavers, not the landlord. The tenant is seeking \$25.00 for the loss of access to the rabbit's exercise area.

Finally the tenant says that her hydro costs are "ridiculously high" and she is seeking compensation of \$340.00 calculated at the rate of \$20.00 per month for the period September 2011 to January 2013 for the high charges.

Analysis

I note that while the landlord did make written submissions with respect to the tenant's claims, these submissions have been considered only with respect to determining whether the landlord has had notice of this claim and hearing. Otherwise the submissions have not been considered in making this decision. This is because the landlord did not appear at the hearing to tender her submissions into evidence and there is no provision, except in certain circumstances, whereby a party may respond by way of written submissions to a matter that is set for an oral hearing.

Based on the undisputed evidence of the tenant with respect to both the glass sliding door and the loss of use of the rabbit's exercise area, I will allow the tenant's claims of \$60.00 and \$25.00 for a total of \$85.00.

With respect to the compensation sought for the hydro costs that the tenant finds excessive, I am not satisfied that the tenant has presented sufficient evidence to show that the costs are in fact excessive and/or that the landlord be held responsible in this regard.

Conclusion

The tenant may make a one-time deduction of \$85.00 from her next rental payment to realize recovery of the award set out above.

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: April 22, 2013

Residential Tenancy Branch

