



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR

### Introduction

This hearing dealt with an application by the tenant for monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that she had received the other tenant's application and evidence. The landlord did not submit any documentary evidence but she gave testimony in response to the tenant's application. 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

Is the tenant entitled to monetary compensation?

### Background and Evidence

The tenancy began on February 1, 2010, with monthly rent in the amount of \$700.

On February 27, 2013, a dispute resolution hearing was conducted pursuant to an application by the tenant for an order for repairs. In the decision resulting from that hearing, the arbitrator ordered the landlord to repair a window in the rental unit by March 31, 2013. The landlord has not yet carried out the repairs, and the tenant has applied for monetary compensation.

The landlord stated that she has not yet done the ordered repair because the tenant did not give the landlord a time and date to do the repairs, and the landlord has not been able to access the unit to get the repairs done.

### Analysis

I find that the landlord has not carried out a repair ordered by the director, and the tenant is therefore entitled to monetary compensation. It is the responsibility of the landlord to arrange the time and date to carry out the ordered repair, and to give the tenant notice of the intention to enter the rental unit to carry out the repairs.

I grant the tenant monetary compensation of \$50 per month for each month that the repairs have not been completed, after the ordered deadline of March 31, 2013. The tenant is therefore entitled to \$50 for April 2013; if the landlord has not repaired the window by May 31, 2013 then the tenant is entitled to further compensation of \$50 for May 2013.

### Conclusion

The tenant is entitled to deduct \$50 from her next month's rent as compensation for April 2013. If the window is not repaired by May 31, 2013, the tenant may deduct a further \$50 from her rent. The tenant may continue to deduct \$50 from each month's rent, after that month has concluded, if the landlord has failed to repair the window by the end of that calendar month.

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: May 21, 2013

---

Residential Tenancy Branch