



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wilson Recovery Center
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss suffered under the Act, the regulations or the tenancy agreement. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlords were served with the application for dispute resolution and notice of hearing by registered mail on February 12, 2013. I found that the landlords had been properly served with notice of the tenants' claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy began on or about January 2010 and ended on June 30, 2011. Rent in the amount of \$425.00 is payable in advance on the first day of each month. The tenant provided their forwarding address with the assistance of counsel to the landlord on October 31, 2011. The tenant advised that the living conditions in this complex were far below an acceptable standard. The City of Vancouver submitted an Order for injunctive relief to deal with these deficiencies. The deficiencies that directly affected the subject tenant of this hearing were; lack of hot water, consistently leaking pipes, broken sink, holes in the wall, lack of heating for the entire winter of 2010-2011, cockroach infestations, rat and mice infestations, bed bug infestations, common restrooms that were never cleaned and often not working, people accessing his unit without his permission and a no guest policy whatsoever.

Analysis

The tenant is seeking the return of 25% of their rent during the time of their tenancy as compensation for having to live in deficient accommodations. Sections 27 and 32 of the Act clearly outline the landlords' obligations as follows:

Terminating or restricting services or facilities

- 27** (1) A landlord must not terminate or restrict a service or facility if
- (a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or
 - (b) providing the service or facility is a material term of the tenancy agreement.
- (2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord
- (a) gives 30 days' written notice, in the approved form, of the termination or restriction, and
 - (b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

Landlord and tenant obligations to repair and maintain

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Counsel for the tenant has provided detailed documentary and photographic evidence to help support the tenants' claim. I am satisfied that the tenant has provided sufficient evidence to establish that the tenancy value was compromised due to the deficiencies in the tenant's unit and the overall living conditions of the entire complex and that the landlord was in breach of sections detailed above.

I find that the tenant is entitled to 18 months of tenancy X \$106.25 (25% of monthly rent of \$425.00) for a total amount of \$1912.50.

As for the monetary order, I find that the tenant has established a claim for \$1912.50. I grant the tenant an order under section 67 for the balance due of \$1912.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$1912.50.

Dated: May 06, 2013

Residential Tenancy Branch

