



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, MNDC, RR

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy 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 *Residential Tenancy Act (Act)* personally on June 11, 2013 in accordance with Section 89 and that this service was witnessed by a third party.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the tenant testified she is no longer living in the rental unit because new tenants moved into the rental unit while the tenant was still there and despite her filing this Application to dispute the landlord's notice.

As a result, there is no need for the tenant to dispute the notice any longer and I amend her Application to exclude the matter of canceling the 10 Day Notice to End Tenancy for Unpaid Rent. However, I note that as the 10 Day Notice was issued on June 1, 2013 and rent was due on the 1<sup>st</sup> of each month, according to the tenant's testimony, the Notice was not a valid notice. Had the tenant not been forced out of the rental unit by the actions of the landlord re-renting the property to another tenant this tenancy should have remained in full force and effect.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for the landlord's failure to provide a rental unit suitable for occupation, pursuant to Sections 32 67, and 72 of the *Act*.

### Background and Evidence

The tenant testified the tenancy began August 1, 2012 as a 1 year fixed term tenancy for a monthly rent of \$1,100.00 due on the 1<sup>st</sup> of each month with a security deposit of \$550.00 paid.

The tenant also testified that a written tenancy agreement was not signed until April 2013. The tenant stated that the landlord, at that time, changed the tenancy to a month to month tenancy.

The tenant submitted the landlord had promised to make a number of repairs to the rental property prior to the start of the tenancy including repairs to the rotting deck; railing was to be fixed and added; door trims were to be installed.

Immediately upon moving in the tenant found plumbing problems in both the kitchen and bathroom. In October the tenant notified the landlord that the roof was leaking and nothing was done about it and eventually the ceiling collapsed.

While the tenant acknowledges that a plumber came in to fix the toilet in April 2013 the landlord stopped him from doing any other work and brought someone else in to complete it.

The tenant has provided several photographs of the rental unit that depict a property so unkempt and mouldy that it appears to be unsuitable for occupation by a tenant.

### 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.

Based on the undisputed testimony and photographic evidence I find the landlord has failed to comply with his obligation to provide and maintain a rental unit that is suitable for occupation. I am satisfied that the tenant provided notice to the landlord of the problems with the rental property. I find the landlord failed to act on these reports to repair the property and as such the tenant has suffered a loss in the value of the tenancy.

While the tenant did remain living in the accommodation I cannot award her a return of all rent provided as requested in her Application, however I find that due to the extreme nature of the condition of the rental unit and the landlord's complete inaction to repair the property the value of the tenancy was reduced by half the value paid by the tenant.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$5,500.00** comprise for the reduced value of the tenancy.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: July 09, 2013

---

Residential Tenancy Branch

