



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenantS for a monetary order for compensation under the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the tenant entitled to compensation under the Act?

Background and Evidence

The tenancy began November 1, 2009. Rent in the amount of \$505.00 was payable on the first of each month. A security deposit of \$237.50 was paid by the tenant. The tenancy ended on January 1, 2013.

The parties agreed the tenant was served with a 2 Month Notice to End Tenancy for Landlord's Use of Property, which was invalid as the landlord failed to state a reason in the notice. The parties agreed the tenant received a letter attached to the notice which stated the reason the landlord was ending the tenancy. Filed in evidence is a copy of the letter dated November 30, 2012.

The tenant testified the landlord did not use the unit for the intended purpose as stated in the letter and seek compensation under Act.

The tenant testified that they had previously received an award of a rent reduction in the amount of \$100.00 per month until the landlord completed the required repairs to the rental unit. The tenant stated that they seek to have that award continue until the repairs are completed even though the tenancy has ended.

The landlord testified that they are renovating the rental unit and have done some minor repair; however, due to a labour dispute which commenced at the beginning January between the union and the local electrical service provider, they have not been able to commence the bulk of the renovation as the electrical issue must be addressed first.

The landlord testified that the rental unit has not been re-rented and the renovation is pending, however, through no fault of their own has been delayed.

The tenant argued that there are other repairs the landlord could be doing while waiting for the labour dispute to conclude.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case the evidence of both parties was the notice to end tenancy issued to the tenant was invalid, as it did not state a reason to end the tenancy. However, the parties agreed the tenant received a letter dated November 30, 2012, attached to the notice to end tenancy which stated the reason.

The letter in part reads, "I will commencing renovation of the entire unit on or about Feb. 01/2013. I am unsure of the completion date by I am targeting Sept. to Oct..."

[Reproduced as written]

The evidence of the tenant was that the landlord has not started the renovation and seeks to receive compensation under the Act, equivalent to double the monthly rent. The evidence of the landlord was that they have done some minor repairs, however, due to a labour dispute which commenced at the beginning January between the union and the local electrical service provider, they have not been able to commence the bulk of the renovation as the electrical issue must be addressed first. The evidence of the

landlord was the unit has not been re-rented and the renovation is still pending and will be completed once the service provider's strike has been resolved.

While the tenant argued other work could commence while waiting for the strike to conclude, I find that position unreasonable as the landlord has the right to make the renovations in a synchronized manner.

In this case the tenants seek compensation for the landlord's failure to complete the renovation within a reasonable time period. While I accept the renovation has not been completed based on the evidence of the parties. I find that the renovation has been frustrated due to a local union strike which the landlord has no control over, rather than the landlord's failure to have the work completed. Therefore, I find the tenants are not entitled to compensation of double the monthly rent.

The evidence of the tenant was that they seek to continue to receive a \$100.00 per month for a rent reduction that they were previously awarded until the landlord completes the repairs to the rental unit. However, in this case, the tenancy ended on January 1, 2013, and the tenants were only entitled to receive a rent reduction while they were living in the rental unit. I find the tenants are not entitled to receive a rent reduction or the equivalent of a rent reduction after the tenancy has ended. Therefore, I find the tenants are not entitled to compensation to recover the rent reduction after the tenancy has ended.

In light of the above, I dismissed the tenants' application without leave to reapply.

Conclusion

The tenants' application is dismissed without leave to reapply.

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: November 15, 2013

Residential Tenancy Branch

