



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Norman Estates Ltd  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

Dispute Codes      CNR, MNDC

### Introduction

This Review Hearing was reconvened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”). The Interim Decision determined the Tenant’s application in relation to the end of the tenancy and on this date the remaining claim is for a Monetary Order for compensation pursuant to Section 67 of the Act.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

### Preliminary Matter

The interim decision directed the Landlord to provide for the reconvened hearing a clear chronology of events in relation to orders that have been made and subsequently suspended through review. It is noted that no additional evidence or submissions were provided by the Landlord after the original hearing. The Landlord states that this was not done as the Landlord did not receive a copy of the Interim Decision and states that it was only sent to the Agent. The Landlord states that he knew about the time and date of today’s hearing because he called and was informed of the hearing by the Residential Tenancy Branch.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

### Background and Evidence

By a Decision dated February 19, 2013 the Landlord was ordered to make repairs and the Tenant was given a rent reduction of \$400.00 leaving rent of \$450.00 payable until all repairs are completed by certified, licensed or qualified tradesmen. This Decision also provides that the determination of when the repairs are completed is to occur upon application by the Landlord for a determination that the repairs have been adequately completed. This decision has never been suspended by review.

The Tenant states that no rent has been paid for June and July 2013 as ordered in a previous decision dated May 31, 2013. It is noted that this decision was suspended by review decision dated July 24, 2013. The Tenant states that he provided cheques of \$450.00 each to the Landlord for August, September and October 2013 rent but that the Landlord has refused to cash them. The Landlord states that no rents have been received from the Tenant since May 2013.

The Tenant states that the Landlord has failed to make repairs ordered by a decision dated February 28, 2013, has breached the Tenant's right to quiet enjoyment, has terminated or restricted services and has entered the unit without permission or notice. The Tenant claims \$5,000.00.

The Tenant states that the Landlord's caretaker has been making noise outside the unit at all time of the day, early morning to late at night. The Tenant states that the Landlord has harassed the Tenant by banging on his doors to serve notices at 10:00 pm, at night. The Tenant states that the Landlord was ordered by the City to make repairs to a faucet and in making those repairs turned off the tenant's water for three days and once in November 2013 for a day. The Tenant states that when the Landlord was contacted about the water he only yelled and screamed at the Tenant. The Tenant provided video evidence. The Landlord's witness, the caretaker, states that he saw the Landlord post three notices on the tenant's door in relation to entry for repairs.

### Analysis

Section 77 of the Act provides that a decision is final and binding. Given the Decision of February 19, 2013 in which the Tenant is given a rent reduction until repairs are completed, I find that the matter of compensation for repairs not having been done is already covered by this Decision and continues to cover the matter of compensation for repairs. I therefore dismiss the Tenant's claim for compensation for repairs.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Although the Tenant claims harassment and breach of quiet enjoyment by the Landlord, I note that the Tenant's evidence is weak and considering the Witness evidence and the Landlord's obligation to make repairs and therefore serve the Tenant with notices for entry, I find that the Tenant has failed to provide sufficient evidence to satisfy the burden of proof that the Landlord either harassed the Tenant or disturbed the Tenant's quiet enjoyment of the unit and I dismiss this claim. Given that the Landlord has been ordered to make repairs and considering that compensation in relation to repairs has already been determined and would include, in this instance, some inconvenience as a result of those repairs being made, I find that the Tenant has not substantiated a loss of services or facilities and I dismiss this claim as well.

Since the February 19, 2013 decision the Tenant has been obliged to pay rent of \$450.00 per month. Given the Parties evidence it appears that no rent has been paid since June 1, 2013 however there has been some confusion in relation to the Decision dated May 31, 2013 that ordered a rent reduction to nil from June 2013 onwards. This Decision was suspended pending the outcome of this review hearing. Recognizing this

confusion about what rent was payable I order the Tenant to pay any outstanding rental arrears for the period June 1 to December 1, 2013 inclusive by January 1, 2013.

Conclusion

The Tenant's claim for compensation is dismissed.

I order the Tenant to pay any rents owed for the period June 1 to December 1, 2013 inclusive by January 1, 2013.

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: December 23, 2013

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Residential Tenancy Branch

