



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RP, RR, PSF, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on November 27, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs?
- b. Whether the tenant is entitled to an order that the landlord provide services or facilities required by law?
- c. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- d. Whether the tenant is entitled to a monetary order?
- e. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on April 1, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$750 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$400 on April 1, 2012. The tenancy ended on December 31, 2013 after the tenant gave one month notice in writing.

The tenant testified that at the beginning of July 2013 a tenant moved in upstairs. She testified she was disturbed when the upstairs tenant used the bathroom as the ceiling of her kitchen had a huge water bubble and water began dripping water. The walls around her unit also showed water leakage. The problem was reported to the landlord. The tenant then returned to China from July 28 to September 5.

On October 20, 2013 the tenant contacted the landlord about another ceiling water leak that had been happening for the past 6 days. The landlord told the tenant he would contact a repairperson for a quote. The tenant was invited to get a quote from a repairperson on her choosing. The landlord rejected that quote as being too expensive.

The landlord told the tenant that her repairperson would attend next Monday. The tenant attends school and she told the landlord that Monday was not a convenient day. A discussion ensued and the landlord subsequently threatened eviction.

The landlord's repair person attended a number of times. The tenant complained the landlord was failing to give her proper notice. The problem continued for November. The tenant testified the work done by the repairperson was not satisfactory. He left a large mess. Further she was unable to cook as she could not wash her vegetables for the period October 14, 2013 to November 27, 2013.

The tenant testified the dryer did not work properly and she had to take her laundry out to be dried. She testified she mentioned this to the landlord on three occasions. Eventually on October 14, 2013 the landlord changed the dryer but failed to properly

attach the venting. She testified she went to her aunty on a weekly basis and paid her \$10 a visit for 47 weeks.

The tenant testified the internet was weak for the period of her tenancy. Further, the internet did not work for an entire week commencing November 21, 2013.

In late November the landlord texted threatening messages to her family in China. The landlord brought the repairperson into the rental unit on one occasion in December and prospective tenants on three other occasions in December without providing formal notice.

The landlord disputed much of the tenant's evidence. He testified that he sent in a repairperson immediately upon being advised on the leak. He further testified that the problems occurred with the tenant after the landlord complained the tenant's boyfriend was sleeping over. He denied threatening the tenant's parents. Finally, while the tenancy agreement provides that the landlord would provide cablevision it does not provide that the landlord would provide internet services.

Analysis

Application for a Repair Order and for an order that the Landlord provide services or facilities required by law:

The tenant has vacated the rental unit. As a result it is no longer necessary to consider the tenant's application for a repair order and for an order that the landlord provide services and facilities required by law.

Monetary order and Reduction of Rent

With regard to each of the tenant's claims I find as follows:

- a. The tenant claimed the sum of \$3300 (\$75 a day) for the cost of restaurant meals for the period of October 14 to November 27. She testified she was not able to cook in the rental unit for the 44 day period as she could not wash her

vegetables. The tenant failed to present any evidence to corroborate her testimony that she spent \$75 a day on restaurant meals. I do not accept the tenant's testimony that she spent this amount. She has failed to prove this claim.

However, I am satisfied there has been a reduced value of the tenancy caused by the leakage. The photos indicate the hole in the ceiling was significant. It limited her ability to enjoy her rental unit. It also limited her ability to cook (although it did not prevent her from cooking). In the circumstances I determined the tenant is entitled to \$200 for this claim.

I dismissed the tenant's claim for compensation for the weak internet service as the tenant failed to prove this claim and failed to prove that the tenancy agreement required the landlord to provide internet service.

- b. The tenant claims \$470 (\$10 a visit for 47 weeks) allegedly paid to her aunty to allow her to use her aunty's dryer. The tenant failed to present receipts to support this claim and accordingly it is dismissed. However, I accept the evidence that the dryer did not have a hot cycle and this reduced the value of the use of this facility. The tenant is entitled to \$50 for this claim.
- c. I dismissed the tenant's claim of \$100 for the cost of a new electric blanket. The tenant failed to prove the temperature was too low. Further, the tenant failed to provide evidence as to the cost of an electric blanket. Finally the tenant retains the electric blanket.
- d. The tenant seeks compensation for the failure to give proper notice, disturbances by the landlord and threats allegedly made to the tenant's family. I dismissed the claim for disturbances made by the landlord and threats allegedly made to the tenant's family as those claims have not been proven. However, I am satisfied the landlord failed to give the required notice set out in the Residential Tenancy

Act and on some occasions went into the rental unit without giving notice. I determined the tenant is entitled to \$50 for this claim.

Monetary Order:

I ordered the landlord(s) to pay to the tenant the sum of \$300 plus the sum of \$50 in respect of the filing fee for a total of \$350.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and 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: January 14, 2014

Residential Tenancy Branch

