



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, RR, FF

Introduction

This matter dealt with an application by the Tenant for compensation from the Landlord for loss or damage under the Act, regulations or tenancy agreement, for repairs to the unit, site or property, to allow the Tenant to reduce the rent while the repairs or services are being completed or supplied and to recover the filing fee for this proceeding.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on May 7, 2014. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage under the Act, regulations or tenancy agreement and if so how much?
2. Are repairs to the unit needed?
3. Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy started on February 1, 2014 as a fixed term tenancy with an expiry date of February 1, 2015. Rent is \$2,200.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$1,100.00 at the start of the tenancy.

The Tenant said there was an electrical issue in the rental unit and when it was repaired the stove top no longer worked. The Tenant said the stove problem started on March 27, 2014 and the stove was not replaced until June 1, 2014. As a result the Tenant said he and his sister were without a properly operating stove from March 27, 2014 to June 1, 2014. The Tenant said they contacted the Landlord on many occasions by text message and by personally going to the Landlord’s office. The Tenant continued to say a repair person did come out and looked at the stove and told the Tenant the stove

need to be replaced. The Tenant contacted the Landlord about replacing the stove and the Tenant said the Landlord told them the owner would not replace the stove and the Landlord did nothing to get a working stove in the rental unit. The Tenant said they are requesting \$1,500.00 as compensation for having to eat out for 64 days. The Tenant said they estimated this by about \$30.00 per day (\$15.00 per adult) for 2 adults for breakfast and dinner for each day.

The Tenant continued to say that because the stove is now replaced they are withdrawing the parts of their application for repairs to the unit and a rent reduction while the repairs are completed.

The Landlord said that he could not replace the stove as he had a \$500.00 spending limit agreement with the Owner of the rental unit and a new stove exceeded this amount. As a result the Landlord said he was unable to do anything. The Landlord continued to say he agrees that the Tenants should be compensated for not having the use of a stove but he feels that \$1,500.00 is not an appropriate amount. The Landlord said that the Tenants would have had costs if the stove had been working to buy food and to prepare the food. The Landlord offered \$400.00 to the Tenants as full compensation for the loss of use of the stove.

The Tenant declined the Landlord's offer and requested a decision on the matter.

Analysis

Section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant.

Therefore a Landlord is obligated to repair items include in the tenancy agreement.

Both parties agree the Tenant should be compensated for the loss of use of the stove from March 27, 2014 to June 1, 2014. Consequently the discussion is about the amount of compensation that the Tenant should receive. The Tenant said they estimated the amount based on \$30.00 per day for 2 adults in the amount of \$1,500.00 and the Tenant said this did not fully cover their additional eating costs. The Landlord offered \$400.00 and said the Tenants should be only compensated for their additional cost above their eating costs if the stove had been working.

As the Landlord did not repair or replace the stove and he did not make any efforts to resolve the issue of the broken stove in a timely manner; I find that the Tenant's have established grounds for compensation in the amount that they are asking for. The amount of \$15.00 per day per adult is reasonable when the cost of eating out and the inconvenience of not having cooking facilities in the unit as required by the tenancy agreement are taken into consideration; I find \$1,500.00 is a reasonable request. I award the Tenant \$1,500.00 as compensation for the loss of use of the stove from March 27, 2014 to June 1, 2014.

As the Tenant has successful in this matter I Order the Tenant to recover the \$50.00 filing fee from the Landlord. Pursuant to section 67 a monetary order for \$1,550.00 will be issued to the Tenant. .

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 67 and 72 of the Act, I grant a Monetary Order for \$1,550.00 to the Tenant. The order must be served on the Respondents and is enforceable through the Provincial Court of British Columbia (small claims court) 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: June 25, 2014

Residential Tenancy Branch

