



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, ERP, RR, FF, O

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to make repairs to the rental unit; for authority to reduce the rent; to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution; and for "other". The Tenant withdrew the claim for an Order requiring the Landlord to make repairs, as the repair has been completed.

The Tenant stated that on May 07, 2014 the Application for Dispute Resolution, documents the Tenant wishes to rely upon as evidence, and the Notice of Hearing were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant cited a tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlord did not appear at the hearing.

### Issue(s) to be Decided

Is the Tenant entitled to compensation for being without a functioning exterior light?

### Background and Evidence

The Landlord stated that this tenancy began on December 01, 2009 and that the current rent is \$900.00 per month.

The Tenant stated that on September 20, 2013 he noticed that there was no power to his patio light fixture. He stated that he verbally reported the problem to the Landlord on September 20, 2013 and that he verbally reported it again about two months later. He stated that he reported the problem in writing on March 31, 2014 and April 18, 2014. Copies of those written reports were submitted as evidence.

The Tenant stated that the light fixture was not repaired until May 08, 2014. He stated that the area beside his patio is very dark; that strangers often frequent this general area of the residential complex; and that the absence of light places his family at risk. He stated that sometime in 2013 there was a break-in in a unit three doors away from his unit.

### Analysis

On the basis of the undisputed evidence, I find that the patio light at this rental unit did not work for the period between September 20, 2013 and May 08, 2014, and that the Landlord was aware of the problem.

Section 32(1) of the *Act* requires landlords 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 to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. As I have no evidence that the absence of a patio light breaches health, safety and housing standards required by law or that it renders the rental unit unsuitable for occupation by a tenant, I cannot conclude that the Landlord has breached section 32(1) of the *Act*.

Section 27(2) of the *Act* stipulates that a landlord may terminate or restrict a non-essential service or facility with written notice if the rent is reduced by an amount that is equivalent to the resulting reduction in the value of the tenancy agreement. I find that the absence of the patio light between September 20, 2013 and May 08, 2014 constitutes a reduction in services for approximately 8.5 months and that the Tenant is entitled to some compensation for the resulting reduced value of the tenancy.

Determining the amount of compensation due to the Tenant is highly subjective. In many circumstances I would conclude that a malfunctioning patio light has relatively little impact on the value of a tenancy. In these circumstances, where the Tenant has indicated that he had concerns the absence of light placed his family at risk, I find that some compensation is due, even if the Tenant's concerns were entirely unfounded. In these circumstances I find that the Tenant is entitled to compensation of \$85.00, which is \$10.00 per month.

In determining the amount of compensation due, I was influenced by the fact the Tenant waited for over 7 months before filing this Application for Dispute Resolution. In the event the Tenant had significant concerns about safety, I find it reasonable to conclude that he would have filed this Application for Dispute Resolution long before May 05, 2014.

The Tenant stated that he intends to vacate the rental unit so prefers a monetary Order rather than authority to reduce the rent for one month.

I find that the Tenant's Application for Dispute Resolution has merit and that the Tenant is entitled to compensation, in the amount of \$50.00, for the cost of filing this Application for Dispute Resolution.

Conclusion

The Tenant has established a monetary claim, in the amount of \$135.00, which is comprised on \$85.00 in compensation for the light and \$50.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Tenant a monetary Order for the amount of \$135.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims 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: June 24, 2014

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Residential Tenancy Branch

