



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC ERP RP RR FF O

Introduction

This hearing dealt with the tenant's application for repairs, emergency repairs, a reduction in rent and monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing the tenant stated that she no longer sought orders for repairs or emergency repairs. I therefore dismissed those portions of the tenant's application and only dealt with the tenant's monetary claim.

Each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenant pays monthly rent of \$1980. The bathroom in the rental unit required some repairs, which were scheduled to begin on June 4, 2014. While the repairs were underway, the tenant was unable to fully use some parts of the rental unit. The landlord gave the tenant a deduction of \$465 from their June 2014 rent, which the landlord calculated as equivalent to seven days of rent, for five days of bathroom repairs.

The tenant and the landlord dispute the number of days until the repairs were complete and what portions of the unit were or were not useable during the repairs. The tenant has claimed \$800 in further compensation.

Tenant's Evidence

The tenant stated that the repairs were not completed until June 16, 2014. The tenant stated that on June 8, 2014 she was told that she could come home and the toilet would be in, but it was not. The tenant stated that additionally there was no shower, no door on the shower and no door on the bathroom. The tenant stated that she was not told the shower was operational until June 14, 2014. The tenant stated that the contractor brought his dog to the worksite, left cigar butts on the lawn and porch, put his dirty tools and products on her couches without permission, left rotting food in her kitchen and one day left the key in the front door. The tenant stated that no one told her the renovations were complete until she tracked down the contractor on June 16, 2014 and he confirmed they were done. The tenant stated that the situation was extremely frustrating because no one would communicate with her and she had to clean up the mess, including drywall dust and sanding particles left everywhere.

The tenant stated that she has claimed \$800 representing rent from June 9 to 16, 2014 and for her time and energy to clean up. In support of her claim the tenant submitted copies of emails between the tenant and the landlord showing the landlord's lack of response to many of the tenant's emails, and photographs showing the unfinished work, dusty areas and the contractor's tools and garbage in various places around the rental unit.

Landlord's Response

The landlord stated that there was substantial completion of the repairs on June 10, 2014, and all of the remaining work of mudding was cosmetic. The landlord stated that it was an unforeseen circumstance that the work was delayed while the contractor's mother was in the hospital. The landlord stated that the contractor told the landlord the tenant gave him permission to store his tools in her suite. The landlord stated that dust was a result of the nature of the work done. The landlord stated that the toilet, vanity and shower were all operational on the 10th day. The landlord stated that they feel the compensation they gave was fair.

Analysis

Upon consideration of the evidence, and on a balance of probabilities, I find as follows.

The landlord did not keep the tenant fully apprised of the situation while the repairs were taking place, and the tenant did not have full use of the rental unit. Whether or not the toilet or shower was operational on an earlier date is not relevant if the landlord failed to communicate that fact to the tenant. The tenant should not have been made responsible for cleaning up the mess after the work was done. I find that the tenant lost use of some portion of her unit after seven days and she suffered some loss of quiet enjoyment, and for those reasons she is entitled to some compensation.

I accept the tenant's evidence that she was not aware that the work was complete and she could use all of her bathroom again until June 16, 2014. The tenant was compensated for seven days, from June 4 to June 10, 2014. The tenant has claimed compensation equivalent to her full rent until June 16, 2014.

The evidence of the landlord and the tenant regarding dates was somewhat confusing, as they sometimes referred to "the sixth day" of the renovations, or June 10, 2014, and sometimes they referred to "the sixth," presumably meaning June 6, 2014. It appears that by June 11, 2014 the tenant had use of the toilet, and most of her rental unit.

As I indicated above, I find that the tenant did suffer some loss of use of her unit and suffered some loss of quiet enjoyment. However, I do not find that the tenant is entitled to recovery of the full amount of her rent for those days, as she was able to return to her unit and make use of most of it before June 16, 2014. Further, the tenant did not provide a breakdown of how many hours she had to clean up, or what amount of compensation she should receive for that work. The tenant was compensated the equivalent of seven days, from June 4 to 10, 2014. I therefore find it is reasonable to grant the tenant compensation of \$200, representing approximately 50 percent of the rent from June 11 to 16, 2014.

Filing Fee

As the tenant's application was partially successful, I find she is entitled to recovery of her filing fee of \$50.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$250. This order may be filed in the Small Claims Court and enforced as an order of that Court. Alternatively, the tenant may deduct \$250 from her next month's rent, in full satisfaction of this amount.

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: August 18, 2014

Residential Tenancy Branch

