



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, RR

### Introduction

This hearing concerns an application by the tenant for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and a reduction in rent for repairs, services or facilities agreed upon but not provided. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

In response to a separate application by the tenant, a previous hearing was held in a dispute between these parties on August 22, 2014.

The unit which is the subject of this dispute is a house, which was new at the time when this tenancy began. Pursuant to a written tenancy agreement, the 4 month fixed term of tenancy was from December 1, 2013 to March 31, 2014. Monthly rent is \$7,000.00, and the full amount of \$28,000.00 for the 4 month fixed term of tenancy was paid in advance, "on or before the first day of the commencement of the tenancy." A security deposit of \$3,500.00 and a pet damage deposit of \$3,500.00 were collected.

Pursuant to the tenancy agreement, window coverings were to be installed throughout the house by December 15, 2013. It appears there is no dispute that temporary window coverings were installed at least in a limited way on December 23, 2013. The landlord claims that permanent window coverings were subsequently installed on January 16, 2014, whereas the tenant claims that installation of permanent window coverings was not completed until January 24, 2014. There is no consensus around which specific areas of the house were affected at different stages of the installation. Finally, there is no substantive documentary evidence of interactions between the parties in regard to this entire matter during the term of tenancy.

## Analysis

Section 1 of the Act defines “service or facility” in part as follows:

“**service or facility**” includes any of the following that are provided or agreed to be provided by the landlord to the tenant of a rental unit:

(a) appliances and furnishings;

Section 27 of the Act addresses **Terminating or restricting services or facilities**, in part:

27(1) A landlord must not terminate or restrict a service or facility if

(b) providing the service or facility is a material term of the tenancy agreement.

Residential Tenancy Policy Guideline # 22 speaks to “Termination or Restriction of a Service or Facility,” in part:

Where it is found there has been a substantial reduction of a service or facility, without an equivalent reduction in rent, an Arbitrator may make an order that past or future rent be reduced to compensate the tenant.

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Where there is a termination or restriction of a service or facility for quite some time, through no fault of the landlord or tenant, an Arbitrator may find there has been a breach of contract and award a reduction in rent.

Based on the documentary evidence and testimony, I find that “window coverings” are “furnishings” within the definition of “**service or facility**” as set out in the Act. I also find that provision of “window coverings” is a material term of this particular tenancy agreement. Further, I find that the landlord undertook in good faith to provide window coverings as quickly as possible in the circumstances. Additionally, I find that in the absence of documented concerns about this matter on the part of the tenant during the term of tenancy, the degree of inconvenience to the tenant was nominal. In the result, I find that the tenant has established entitlement to compensation in the limited amount of **\$595.00**, which is calculated as follows:

Stage 1

**\$160.00**

[no window coverings]

(\$20.00 / day x 8 days from December 15 to 22, 2013)

**PLUS**

Stage 2

**\$435.00**

[temporary window coverings]

(\$15.00 / day x 29 days from December 23, 2013 to January 20, 2014)

The Stage 1 period of compensation begins from December 15, 2013 which is the date when the tenancy agreement provides that window coverings will be provided. The Stage 1 period of compensation ends on December 22, 2013, which is the day before temporary window coverings are installed.

The Stage 2 period of compensation begins from December 23, 2013 which is when temporary window coverings were installed. The *per diem* calculation of entitlement is reduced with the introduction of temporary window coverings. The Stage 2 period of compensation ends on January 20, 2014, which is the approximate mid-point between the 2 dates identified by the parties as the date when permanent window coverings were installed (January 16 versus January 24, 2014).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$595.00**. Should it be necessary, this order may be served on the landlord, filed in the 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: August 25, 2014

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Residential Tenancy Branch

