



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Skyline Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, ERP, RP, RR, FF

### Introduction

This was a hearing with respect to the tenant's application for repair orders and for a monetary award. The hearing was conducted by conference call. The named tenant called in and participated in the hearing. The landlord did not attend the hearing. The tenant testified that she served the landlord with the application and Notice of Hearing on June 21, 2014 by leaving copies with the landlord's apartment manager. I find that the landlord has been properly served with notice of this hearing.

### Issue(s) to be Decided

Should the landlord be ordered to make repairs?  
Are the tenants entitled to a monetary award and if so, in what amount?

### Background and Evidence

The tenancy began in September, 2013. The monthly rent is \$1,200.00. The tenant submitted photographs of the rental unit. The pictures showed holes in the ceiling of the unit and there are pictures showing what the tenant said were stains and mould caused by water leaking from the plumbing/piping system. The holes were made by the landlord in February to investigate water leaks and they have never been fixed. The water leak has continued until a short time before the hearing. The tenant said that there are electrical problems in the unit and there has been a liquid green substance leaking out of the bottom of the electrical circuit breaker box on the wall. She said that water has leaked into the electrical panel. The tenants have drawn these problems to the attention of the apartment manager, but the landlord appears to be uninterested in fixing the damage.

The tenant complained that the washer and dryer in the rental unit supplied as part of the tenancy have stopped working. There are other electrical problems that the tenant believes may be related to the water leak. The tenants have asked for the landlord to fix the washer and dryer, but the landlord has failed to repair the washer and dryer and has refused to give the tenants a key to access the washers and dryers located in the rental property for the use of the tenants. The tenants have been forced to take their

laundry to a laundromat because of the landlord's refusal to repair or to allow access to the communal laundry facilities in the rental property.

### Analysis

I accept the tenant's undisputed evidence with respect to the landlords' failure to make repairs. Based on the tenant's evidence, including the supplied photographs, I order that the landlord immediately carry out the following repairs:

- Fix the ceiling in the rental unit by properly patching and finishing the holes.
- Inspect and repair the electrical panel. The work must be performed by a certified electrician.
- Return the washer and dryer in the rental unit to working order and supply the tenants with a key to the communal washer and dryer until such time as the washer and dryer in the rental unit have been restored to working order.

I find that the tenants have suffered a loss of quiet enjoyment of the rental unit and a loss of services and facilities that the landlord is obliged to provide. The problems have been ongoing since February. I find that the tenants are entitled to some compensation for the loss of use of portions of the rental unit, the loss of quiet enjoyment and the lack of a washer and dryer. I award the tenants compensation in the amount of \$150.00 per month for a five month period, being the time that the majority of these problems have been outstanding. The tenants are entitled to recover the \$50.00 filing fee for this application for a total award of \$800.00. The tenants have leave to reapply if the landlord does not perform the required repairs within a reasonable time.

### Conclusion

I grant the tenants an order under section 67 in the amount of \$800.00. This order may be registered 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: September 17, 2014

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Residential Tenancy Branch

