



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, RP, RR MNDC FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling a one month Notice to End Tenancy?
- b. Whether the tenant is entitled to an order for repairs?
- c. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- d. Whether the tenant is entitled to a monetary order?
- e. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on June 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$550 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$200 at the start of the tenancy.

The tenant testified as to a number of problems he was having with the rental unit including:

- There are noises at night that interrupted the free enjoyment of his peaceful living.
- The exterior lights were switched on from 10:30 p.m. to 2:00 a.m. Lighting kept inside sleeping room alight
- There is an existing blockage in the sink
- Leakage in the bedroom due to water spillage
- Leakage in bathroom and corridor.

The landlord disputed the tenant's claims

- The noise coming from the landlord upstairs is normal user. The home is older and all rooms are carpeted except the kitchen and the bathroom
- The rental property is not in a safe location and the exterior lighting is for safety reasons
- The blockage has been caused by the tenant putting food scrapes down the drain in a situation where there is no garburator.
- The amount claim is unreasonable.

Analysis

Application to Cancel the one month Notice to End Tenancy:

The landlord acknowledged they have not used the form provided by the Residential Tenancy Branch Rules and Regulations. The Act requires that the approved form be used if a landlord wishes to end the tenancy. As a result I ordered that the Notice to End Tenancy be cancelled. The tenancy shall continue.

Application for Repair:

I determined that it was not appropriate to make an order with respect to the tenant's claim that his free enjoyment of peaceful living has been disturbed. Based on the evidence presented I am satisfied that the noise is nothing more the normal living noises. The representative of the landlord testified she works shift work and does not return on some evening until late at night. I determined the complaints of the tenants with respect to noise do not amount to a situation which warrants an order.

Further I determined it was not appropriate to make an order that the landlord reduce the length of time the outside light remain on. The safety concerns are significant. However, the landlord proposed that a black out curtain be purchased and installed on the tenant's bedroom window. I determined it was appropriate to make such an order.

I am not satisfied that that the plumbing system is adequate. The landlord failed to provide sufficient evidence to prove the blockage problems is the fault of the tenant. I ordered that the landlord fix the plumbing system under the sink to avoid any blockage problem. There is insufficient evidence to determine the leakage complaints of the tenant are continuing. As a result I dismiss the application for a repair order relating to the leakage complaints.

Repair Order

I ordered the landlord to do the following by November 15, 2014:

- a. Purchase and install a black out curtain on the bedroom windows of the rental unit.
- b. I ordered that the landlord fix the plumbing system under the sink to avoid any blockage problem.

Reduction of Rent

I dismissed the tenant's application for the reduction of future rent as this order is premature. The tenant has liberty to re-apply if the problems are not resolved.

Monetary Order:

The Application for Dispute Resolution filed by the tenant seeks a monetary order in the sum \$1200. For the reasons set out above I determined there is no basis for an order to the effect the landlord has caused excessive noise or limiting the length of time the outside lights can be on. However, I am satisfied the tenant's enjoyment of the rental problem has been reduced because of the plumbing and leakage problem. **I ordered that the landlord pay to the tenant the sum of \$250 in compensation.**

Conclusion

I ordered the landlord(s) to pay to the tenant the sum of \$250 plus the sum of \$50 in respect of the filing fee for a total of \$300 such sum may be deducted from future rent.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: October 22, 2014

Residential Tenancy Branch

