



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RP, 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. 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 personally served on the landlord on October 27, 2014. 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 for repairs?
- b. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- c. Whether the tenant is entitled to a monetary order?

### Background and Evidence

The tenancy began on November 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$825 per month payable on the first day of each month. The

tenant(s) paid a security deposit of \$412.50 at the start of the tenancy. The present rent is \$843 per month payable in advance on the first day of each month.

### Analysis

The tenant seeks an order for the replacement of a front room window, the snaking of the laundry drain and the cleaning of mould and mildew in the area of the laundry. The tenant also sought compensation on the basis of \$100 per month for two months for the window and \$1200 ( $\$100 \times 12 \text{ months} = \$1200$ ) for the laundry problem. The landlord did not object to making of the repairs. However, the landlord objected to the timing of those repairs. The landlord also objected to the tenant's claim for compensation and requested an adjournment. The landlord testified they responded appropriately once they were given notice. Further, the landlord was not served until October 27, 2014 and the Rules of Procedure which requires the exchanging of evidence two weeks in advance of the hearing made it impossible for them to defend themselves. Normally I would grant an adjournment in this case. However, I was concerned about the need for a repair order and the delays which would occur.

With the consent of the parties I made a repair order relating to the living room window and the snaking of the laundry drain. I determined it was appropriate to sever the tenants' claim that the landlord clean the mould and mildew around the laundry, the tenant's claim for an abatement of past rent and a monetary order with liberty to re-apply. The landlord agreed to the repair order. It was not appropriate to hear the tenant's claim for compensation as the landlord had not had sufficient time to prepare and the tenant's evidence was insufficient. For example the photocopies of pictures taken by the tenant were illegible.

### Repair Order

I ordered the landlord to do the following:

- a. Snake the laundry room drain within 7 days of this order.
- b. Replace the living room window within 6 weeks of this order.

I dismissed the tenant's claim that the landlord clean the mould and mildew near the laundry with liberty to re-apply.

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: November 05, 2014

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Residential Tenancy Branch

