



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served personally with the application for dispute resolution and notice of hearing in person in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy of a basement unit started in January 2014. Rent of \$825.00 was payable monthly.

In June 2014 a leak started into the unit and the Landlord was informed however the Landlord failed to make repairs. The leak continued to occur about every 20 days until August 10, 2014 damaging the walls, ceiling and floors of the unit at which time the Landlord started repairs to the unit. The Tenant believes this was an unhealthy state for the unit. The repairs to the living room walls were completed by September 17, 2014

however more repairs were still required. During this period the Tenant had no use of the living room and came home at least 12 times to find that access had been made into his unit. No notice of such access was provided to the Tenant from the Landlord and the Tenant did not give permission for such access to the Landlord. The Landlord gave the Tenant a \$325.00 reduction for September 2014 rent.

On September 24, 2014 the Landlord locked the Tenant out of the unit and the Tenant was not able to get back into the unit until later in the day of September 26, 2014 with the help of the police. During this period of time the Tenant was not able to access his work supplies and tools and was delayed in completing his work causing problems with his customer.

The Tenant claims \$2,000.00 for loss of quiet enjoyment and use of his unit from June to October 16, 2014.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Based on the undisputed evidence of the Tenant I find that the Tenant has substantiated that the unit leaked and was unrepaired for a unreasonable period of approximately two months, that unauthorized entries for repairs were repeatedly made over a period of 5 weeks during which the Tenant had no use of the living room and that the Tenant was locked out of the unit for three days during which the Tenant had no use of the unit or the possessions necessary to carry out his work. This evidence substantiates that the Landlord either failed to act or acted negligently in providing a

suitably repaired, quiet and private rental unit causing the Tenant losses of quiet enjoyment and use of the unit. As the Landlord already provided the Tenant with \$325.00 as a rent reduction, and considering that the Tenant's monetary claim is within a reasonable range in relation to the amount of rent paid over a four month period, I find that the Tenant has substantiated an entitlement to the remaining amount claimed of **\$1,675.00**. The Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,725.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,725.00**. If necessary, this order may be 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: November 24, 2014

Residential Tenancy Branch

