



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O, RP, RR, FF

Introduction

This is an application filed by the tenant for a monetary order for compensation for loss of use, an order for the landlord to comply with the Act, Regulations or tenancy agreement, an order for repairs to the unit, site or property, an order allowing the tenant to reduce rent for repairs and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence of the other party, I am satisfied that both parties have been properly served.

At the beginning of the hearing, the tenant clarified that she is now only seeking a monetary claim for loss of use and an order for repairs of her ceiling. As such, no further action is required for the remaining portions of the tenant's application.

Issue(s) to be Decided

Is the tenant entitled to a monetary order?
Is the tenant entitled to an order for repairs?

Background and Evidence

Both parties confirmed that a leak in the roof occurred that required restoration work as the tenant's ceiling was removed in the process. The tenant states that this occurred on July 24, 2014 and that the landlord moved quickly and by July 29, 2014, approximately 60% of the restoration work was completed. Both parties confirmed in their testimony that the landlord completed repair work on the roof. The tenant states that as of the date of this hearing, the landlord has not completed the restoration work. The landlord has confirmed this in her direct testimony stating that work has not continued because

of ongoing dispute over another issue. The landlord states that she thinks that during the restoration work, the tenant caused damage resulting in an additional leak by climbing onto the roof and jumping up and down. The tenant dispute this. The landlord states that she had proof, but has not provided it for this hearing and that another dispute hearing has been scheduled to resolve that issue. Both parties confirmed that the landlord gave the tenant a \$75.00 reduction in rent for the inconvenience of the bedroom restoration work/leak. The tenant has submitted copies of faxed photographs in support of her claim.

The tenant seeks a monetary claim of \$300.00 as compensation for the 3 months (August to October) for the inconvenience.

Analysis

I accept the evidence provided by both parties and find that the tenant has established a claim for loss of quiet enjoyment as opposed to the tenant's claim of loss of use. The tenant has failed to provide sufficient evidence of any loss of use, but has provided sufficient evidence of an inconvenience suffered as a result of the roof leak. This is further aggravated by the landlord's inaction to complete restoration work as shown by the landlord's own direct testimony. The landlord was able to repair the substantial portion of the restoration work, but has not finished the work because of an ongoing dispute with the tenant. I find that the tenant is entitled to a nominal award equal to \$75.00 per month. As the tenant has already been compensated by the landlord for \$75.00 for August, I decline to make any order for August 2014. Instead, I find that the tenant is entitled to \$150.00 for compensation for the months September and October, which is equal to \$75.00 per month.

On the issue of repairs, I find that the landlord complete repairs to the rental unit within two weeks of receiving this decision.

As this is an ongoing issue, I order that if the tenant be compensated a further \$75.00 for the month of November 2014 and shall continue each month until the said repairs are completed.

The tenant has established a total monetary claim of \$225.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant a monetary order for \$275.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is ordered to complete repairs to the ceiling of the rental unit within 2 weeks of receiving this decision.

The tenant is granted a monetary order for \$275.00.

The tenant may deduct \$75.00 from future rent beginning December 2014 if the landlord fails to complete repairs on the ceiling.

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

Residential Tenancy Branch

