



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR

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 for a rent reduction - Section 65.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. At the outset of the hearing the Parties confirmed that the tenancy ended. As a claim for a rent reduction requires an ongoing tenancy, I dismiss the claim for a rent reduction.

Issue(s) to be Decided

Is the Tenant entitled to compensation?

Background and Evidence

The tenancy started on September 1, 2013 and ended on June 21, 2014 by mutual agreement. Rent of \$1,200.00 was payable monthly. The Landlord returned the security deposit to the Tenant.

The Tenant states that on March 19, 2015 damage to the flooring was reported to the Landlord and a restoration company inspected the damage and recommended that the flooring in the living room and hallway be removed out of concern for mold growth. The Parties agree that the flooring was removed on April 1, 2015 and was not replaced

before the end of the tenancy. The Landlord states that it took some time to sort out the insurance coverage and that the Tenant refused the Landlord's offer of a rent reduction pending the replacement of the flooring.

The Tenant states that the unit is approximately 600 square feet and that with the loss of flooring the Tenant was exposed to dust from the bare concrete. The Tenant states that he lost use of the living room and hallway that comprise approximately 60 % of the overall floor space. The Tenant claims \$2,222.72 as that proportionate amount of rent for a total of 94 days during the period March 19 to June 21, 2015.

The Landlord states that the Tenant's furniture was in the living room and questions whether the Tenant did lose any use of that room. The Landlord argues that the Tenant should not be compensated on the basis of square footage as the rent includes access to common amenities. The Tenant states that the amenities are outdated and were not used by the Tenant.

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. Based on the undisputed evidence that the floors were never repaired but were left bare for a period of 94 days, I find that the Landlord did not act sufficiently to remedy the situation. I do not find insurance issues a reasonable excuse for not making repairs sooner. I find therefore that the Tenant has substantiated that the Landlord did not comply with the tenancy agreement to provide the Tenant with flooring that was included in the rent.

Although the Tenant claims a loss based on the square footage of the unit, I consider that the Tenant still had use of portions of the unit that would reasonably provide significant use such as the kitchen, bathroom and bedroom. The Tenant's evidence of use of the living room was in relation to an entertainment and dining area for himself and guests and I do not consider this loss to be as significant. Further, it is undisputed

that the flooring was not removed until April 1, 2015 and there is no evidence of any loss of use of the area for March 2015. As a result I find that amount claimed by the Tenant to be excessive and that the Tenant is only entitled to a reasonable and nominal amount of \$400.00 per month for each of April and May 2015 and \$300.00 for the month of June 2015 for a total entitlement of **\$1,100.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,100.00**. 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: June 12, 2015

Residential Tenancy Branch

