



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNR, CNC, FF, LRE, MNDC OLC, PSF, RP, RR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for a monetary order in the sum of \$300
- b. A repair order
- c. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided

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 served on the landlord by mailing, by registered mail to where the landlord resides on May 19, 2017.

### Preliminary Matter:

The tenant served the landlord with this Application for Dispute Resolution on May 19, 2017. The landlord subsequently served a one month Notice to End Tenancy on the Tenant dated June 8, 2017. The Tenant filed an Amendment that raised further monetary claims. However, there was difficulty serving the landlord. The tenant then filed a second Application for Dispute Resolution seeking to cancel the one month Notice to End Tenancy and raising the same monetary claims that were included in her Amendment. This was served by registered mail. However the landlord has not picked up her registered mail. The matter is set for hearing on August 16, 2017.

I determined it was appropriate to consider the tenant's claims that were set out in the initial Application. I determined the claims set out in the Amendment have been merged with the hearing that is set for August 16, 2017 and will be heard at that time.

### 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 a monetary order and if so how much?
- c. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?

### Background and Evidence

The tenancy began on April 1, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$450 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$225 at the start of the tenancy.

Application for a Repair Order

The tenant testified the fridge is not working properly. She testified that it freezes food on the higher setting and does not provide sufficient cooling on the lower setting as her food has spoiled on occasion.

I determined it was appropriate to make the following order. I ordered the landlord repair or replace the fridge within 14 days of receiving this order.

Monetary Order:

The tenant sought a monetary order in the sum of \$300 for the loss of quiet enjoyment based on the following:

- There was a power outage on April 2, 2017.
- The power was out for 3 days around the middle of April. The landlord was advised but refused to re-set the breaker.
- The landlord continues to disturb the tenant with excessive phone calls.
- The landlord set restrictions on the use of the kitchen and laundry facilities.
- Items in the fridge spoiled.
- Unwillingness of the landlord to respond the Tenant's requests.

The landlord testified as follows:

- She and other tenants were disturbed by late night cooking.
- The tenant woke me at 2:00 a.m. on one occasion to deal with a minor issue
- The power outage during the second week in April was overnight and not 3 days.
- The tenant screams at me and will not engage in normal conversations.

I have carefully considered all of the evidence including the following:

- When the power goes out the landlord must take reasonable steps to re-set the breaker. I determined the landlord failed to do so in a reasonably prompt manner in the outage during the middle of April.
- I determined the Tenant has been inconvenienced by the problems with the fridge.
- I determined the landlord does not have a right to impose condition on when the tenant is entitled to cook. The landlord failed to prove other tenants complained. However, I find that the landlord can set reasonable limits on the use of the laundry and that the requirement to do the laundry before 9:00 p.m. is reasonable.
- I determined the amount claimed by the tenant is excessive and not supported by the evidence.
- I determined the tenant has failed to prove the landlord has made excessive phone calls and harassed the tenant.
- The tenant failed to prove she is entitled to compensation because the landlord failed to prevent another tenant from smoking in his room.

I determined the tenant is entitled to compensation in the sum of \$50 for the breach of the covenant of quiet enjoyment from the start of the tenancy on April 1, 2017 to the date of this hearing.

I dismissed the claim for a rent reduction. The monetary order has sufficiently compensated the Tenant for past problems. I determined it was not appropriate to grant a rent reduction of future rent as it is not possible to determine at this time whether there will be reduced value of the tenancy.

Conclusion

**I ordered that the landlord repair or replace the fridge within 14 days of receiving this decision. I ordered the landlord(s) to pay to the tenant the sum of \$50 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 final and binding on both parties.**

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 30, 2017

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Residential Tenancy Branch