



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, RR, FF

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations and tenancy agreement, for a rent reduction, for repairs to the unit, site or property and to recover the filing fee for this application.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery to a staff member of the Landlord’s company on September 15, 2017. Based on the evidence of the Tenant and the Landlord, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Is there a loss of damage to the Tenant and if so how much?
2. Is the Tenant entitled to compensation for the loss or damage and if so how much?
3. Is the Tenant entitled to a rent reduction?
4. Are there repairs to the unit, site or property that the Landlord needs to complete?

Background and Evidence

This tenancy started on June 30, 2017 as a one year fixed term tenancy with an expiry date of June 30, 2018. Rent is \$1,580.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$790.00 on June 1, 2017. A move in condition inspection report was completed on June 30, 2017.

The Tenant said at the start of the conference call she was stressed and tired of this situation and all she wants is to be left alone. The Tenant said she does not want the repair work completed in the rental unit and she does not want a rent reduction. The Tenant said she is withdrawing her claims for the repairs to the unit and for a rent reduction. The Tenant continued to say that she does want

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compensation equivalent to half the rent for the first two months in the amount of \$1,580.00. The Tenant said the rental unit was not in move in condition when the Tenants came to move into the unit on June 30, 2017. The move in condition report shows deficiencies in the walls and painting in the entrance area, the kitchen area, the dining area and the bedroom. The Tenant said this was advertised as a luxury apartment and the workmanship in the unit is very poor. The Tenant continue to say some workers came to the unit on the move in day but they said there was too much work to be done at that time and they would have to come back. An appointment was made for July 7, 2017 for the work to be done and some of the painting was completed but again the worker said there was more repairs than he could do at that time. The Tenant said another appointment was made for the second or third week in July, 2017 where some mudding of the walls and some painting was done but the job was not finished. The Tenant said this upset her because the work was not getting done so they could not unpack and enjoy the rental unit. The Tenant said it was like living in a storage unit for the first month of the tenancy. The Tenant said she finally lost trust in the Landlord and the workers and she denied access to the worker to do the work in the start of August, 2017. The Tenant said she just wants to be left alone now and she would like to have \$1,580.00 in compensation for all the trouble and inconvenience that she has endured.

The Landlord said they agree the unit was not in move in condition for June 30, 2017 but they did try to repair the deficiencies as soon as they could. The Landlord sent workers to the unit to view it on June 30, 2017 and then set up an appointment to do the repairs on July 7, 2017 and again in the second or third week of July, 2017. The Landlord said the work was not completed as they had hoped and they knew this upset the Tenant. The Landlord said they tried to set up another time to complete the work in August, 2017 and the Tenant denied them access to the rental unit. After this the Landlord said they offered the Tenant another rental unit and compensation of \$500.00. The Landlord said they understand the work was not done in a timely manner but they can not finish the work until the Tenant gives them access to the rental unit. The Landlord continued to say they do not believe the Tenant should get the equivalent of ½ a month's rent for two months as the tenancy started July 1, 2017 and they were denied access in the first part of August, 2017. The Landlord said there is an email dated August 15, 2017 from the Tenant denying access and they were told by the Tenant in early August, 2017 they were not allowed to enter the Tenant's rental unit to complete the work.

The Tenant said the other unit offered to her was not acceptable to her as it was a ground level unit and it had not been renovated to the newer design of her unit.

The Parties were offered an opportunity to settle this dispute but a settlement was not achieved.

The Landlord said in closing that they are willing to do the work if the Landlord is allowed access to the unit. Further the Landlord offered the Tenant \$500.00 as compensation for the inconvenience but the Tenant declined it and the Landlord does not think the Tenant's claim for \$1,580.00 which represents ½ a month's rent for two months is justifiable because the Landlord was denied access in the second month.

The Tenant said in closing that she has lost trust in the Landlord and the workers being in her rental unit so she doesn't care if the repairs are done. The Tenant said she wants to be left alone and to be compensated in the amount of \$1,580.00.

Analysis

As the Tenant has withdrawn her application for a rent reduction and for the repairs to be completed, I am only dealing with the Tenant's application for a monetary claim of \$1,580.00 and the request to recover the filing fee of \$100.00.

I have carefully reviewed the submitted evidence and the testimony that was given at the hearing. This situation is a result of a rental unit not being in the condition that was indicated it would be by the Landlord for move in by the Tenants. The condition inspection report dated June 30, 2017 confirms there are deficiencies and the report indicates what repairs need to be done. Both the Landlord and Tenant do not dispute the repairs that needed to be completed. The Tenant said she is requesting an amount of compensation equivalent to $\frac{1}{2}$ a months rent for two months as she was unable to live in the unit normally for the first two months. The Tenant continued to say she lost trust in the Landlord and workers at the end of July or beginning of August, 2017 and denied the Landlord and workers access to the unit from the start of August, 2017. The Landlord said they could not do the work after July, 2017 therefore they do not believe the Tenant should be awarded compensation for August, 2017 or in the amount that she has applied for.

I find this situation is a result of the Landlord not being able to organize the maintenance and construction workers to do the repairs in a timely manner. In addition I believe there was poor communications between the Landlord and the Tenant which resulted in the Tenant denying access to the rental unit. A tenancy like any contract, it takes all parties in the contract to cooperate and communicate and when these things do not happen then trust between the parties is lost and disputes arise. I accept the Tenant testimony that she could not unpack her belongings and enjoy the rental unit because the deficiencies in the unit were not corrected by the Landlord. Consequently I accept the Tenant has established grounds for compensation of the equivalent of $\frac{1}{2}$ a months rent for July, 2017. This is because the unit was not prepared as the Landlord promised it would be and the unit was not repaired to the standard the Landlord promised. I grant the Tenant \$790.00 for facilities not provided as agreed to in the condition inspection report dated June 30, 2017.

With respect to the Tenant's claim for \$790.00 for the month of August, 2017 the Tenant denied the Landlord and the workers access to the rental unit at the start of August, 2017. As a result the workers could not do the repairs in the unit. I find the Tenant stop the repair work and therefore the Tenant is responsible for the condition of the rental unit from the time the Tenant denied access to the rental unit. Consequently I find the Tenant has not proven the claim for compensation for August, 2017 of \$790.00 is a result of the Landlord's actions. The Tenant is responsible for the unit not getting repaired after the Tenant denied access to the Landlord and the workers. I dismiss the Tenant's claim for \$790.00 for August, 2017 without leave to reapply.

As the Tenant has only been partially successful I order the Tenant to bear the cost of the filling fee of \$100.00 that the Tenant has already paid.

Conclusion

I order a one time rent reduction as compensation for the Tenant's inconvenience. I order the Tenant to reduce the January, 2018 rent payment from \$1,580.00 to \$790.00.

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: December 06, 2017

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