



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP RP LRE MNDCT OLC PSF RR

Introduction

This hearing was scheduled to convene at 9:30 a.m. on May 2, 2018 by way of conference call concerning an application made by the tenant seeking the following relief:

- an order that the landlord make emergency repairs for health or safety reasons;
- an order that the landlord make repairs to the unit, site or property;
- an order limiting or setting conditions on the landlord's right to enter the rental unit;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement;
- an order that the landlord comply with the *Act*, regulation or tenancy agreement;
- an order that the landlord provide services or facilities required by the tenancy agreement or the law; and
- an order reducing rent for repairs, services or facilities agreed upon but not provided.

The tenant attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on April 5, 2018 and has provided a copy of a Canada Post cash register receipt bearing that date and a tracking number. I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing the tenant advised that he has vacated the rental unit and withdrew all applications with the exception of the application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

All evidence of the tenant has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issue remaining to be decided is: Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and more specifically for loss of use of the refrigerator and loss of quiet enjoyment of the rental unit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on September 1, 2017 and the tenant vacated the rental unit on April 25, 2018 with notice to the landlord. Rent in the amount of \$925.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$462.50. The rental unit is an apartment in a complex, and a written tenancy agreement exists but a copy has not been provided for this hearing. No move-in or move-out condition inspection reports were completed.

The tenant has provided copies of emails sent to the landlord with respect to violence in the rental building, rodents in the rental unit, and the tenant's discomfort and loss of quiet enjoyment. The first is dated February 1, 2018 and states that the tenant is very nervous and has been for months. It also states that the tenant was worried about his suite when not at home, and got an alarm.

The next is dated March 29, 2018 and states that the violence in the hallway and aggression from other tenants has really bothered the tenant for the entire tenancy. It states that people hang out in the hallway all night and a man aggressively attacked the tenant's door at 4:00 a.m. It also states that the landlord was aware that the tenant's fridge was broken which was not addressed by the landlord, and issues with tenants, electrical fire hazards, broken shower head, rat infestation and leaking windows have not been dealt with. It also states that the tenant is very disturbed by people fighting in the hallway and girls screaming, and asks the landlord to reduce rent or reimburse the tenant one month of rent.

The next email is dated April 1, 2018 and states that the landlord had not replied to any of the tenant's emails and the tenant would be moving at the end of April and that the landlord has not fulfilled the duties of a landlord, and requests the last month of rent free.

The landlord did not reply to any of the tenant's emails, and the freezer stopped working at the end of February which was never fixed. The landlord went to Mexico and had an agent deal with the tenancy, but the freezer was never repaired or replaced which caused the tenant to lose all of the food items in it.

The parties had verbal conversations and signed an agreement stating that the landlord would keep the security deposit in partial satisfaction of April's rent. However, the tenant seeks one month's rent as compensation for the landlord's failure to provide suitable housing as required by the tenancy agreement and the law.

Analysis

The *Residential Tenancy Act* requires a landlord to provide and maintain rental property and to provide quiet enjoyment to a tenant, free from unreasonable disturbances. The tenant has provided copies of emails asking the landlord to deal with the broken fridge and disturbances, which appear to have fallen on deaf ears. I accept the undisputed testimony of the tenant that the rental unit was unbearable and the landlord was well aware of that. In the circumstances, I find that during the 9 month tenancy the landlord ignored the duties and responsibilities of a landlord, and the tenant has established a claim of one month's rent as compensation.

The tenant testified that the parties have an agreement in writing with respect to the security deposit, and I make no orders or findings with respect to that.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$925.00. This order is final and binding and may be enforced.

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: May 03, 2018

Residential Tenancy Branch