



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *RR, OLC, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for the return of rent, compensation for the loss of a facility and for the recovery of the filing fee. The tenant also applied for an order directing the landlord to comply with the *Act*.

The tenant testified that she served the landlord with the notice of hearing and evidence package by registered mail, on December 06, 2019. The tenant filed a copy of the tracking slip. The landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy started on August 01, 2019. The tenant was away on vacation and moved into the rental unit on August 18, 2019. The monthly rent was \$2,900.00 due on the first of each month.

The parties conducted a move in inspection on August 19, 2019. On August 23, 2019, the tenant provided the landlord with a list of discrepancies that required repair. A copy of the list was filed into evidence. The list contained items such as holes in the walls, broken curtain rod, inoperative light fixture, exposed fan in ceiling, caulking needed, blocked gutters etc.

The tenant also expressed her concerns for the safety of some items and requested an inspection of the gas fireplace and electrical wiring. The tenant also requested that the microwave be removed from the wall for fear of it falling and causing injury. The tenant stated that the landlord actioned the list but took up to September 10, 2019 to finish the tasks.

The tenant stated that when the landlord removed the microwave, there was a hole in the ceiling above the stove which did not get plastered before September 10, 2019. The tenant stated that she could not use the stove for this period for fear of items falling from this hole in the ceiling into her food. The tenant is claiming \$300.00 as compensation for meals eaten out, for 10 days.

The tenant stated that the landlord was supposed to have the rental unit fully functional and ready to use before the tenancy started. Since the tenant found several discrepancies, she is claiming the return of rent paid for the first month of the tenancy in the amount of \$2,900.00.

On December 01, 2019, the tenant moved out and left a note for the landlord dated December 01, 2019 informing the landlord that she had moved out.

Analysis

Based on the undisputed testimony of the tenant and the documents filed into evidence, I find that the tenant rented the unit from August 01, 2019 but did not move in till August 18, 2019. During the move in inspection that was conducted on August 19, 2019, the tenant identified several discrepancies. A list was provided to the landlord. The tenant testified that the landlord did action the list but took up to September 10, 2019 to complete the tasks on the list.

Upon review of the list, I find that the repairs required were minor repairs. At the tenant's request the landlord had the microwave oven removed from the wall. The tenant was concerned about the wiring and the landlord had an electrician inspect the wiring.

The tenant stated that she was unable to use the stove for 10 days because after the microwave oven was removed the landlord did not close off the hole in the ceiling. The tenant did not inform the landlord that she would not be using the stove due to the hole in the ceiling. The tenant had the option of making sure items on the stove were covered or she could have informed the landlord of the situation when it occurred. Based on the above, I find that the tenant is not entitled to her claim of \$300.00.

The tenant is also claiming the return of rent for the month of August in the amount of \$2,900.00. The tenant's reasoning is that the list of discrepancies should have been taken care of prior to the start of tenancy. Based on the list provided by the tenant to the landlord, I find that most of the discrepancies are minor and were taken care of by the landlord. Other items on the list stemmed from the tenant's concern for safety and were also actioned by the landlord.

Based on the above I find that the tenant has not proven her claim for compensation. Since the tenant has not proven her claim, she must bear the cost of filing this application.

Conclusion

The tenant's application is dismissed.

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: January 24, 2020

Residential Tenancy Branch