



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Aragon Properties Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for compensation for loss under the *Act* and for the recovery of the filing fee.

The tenant testified that he sent a copy of his application and the notice of hearing package to the landlord by email on April 29, 2020. Despite having been served the notice of hearing, 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 compensation?

### **Background and Evidence**

The tenant stated that the tenancy started on July 01, 2015 and ended on February 28, 2020. The monthly rent at the end of tenancy was \$1,527.00 payable on the first of each month.

The tenant stated that sometime in August 2019, the carbon monoxide detector in the garage of the building complex, started beeping every 10 minutes nonstop. The beeper is located close to the rental unit and could be clearly heard inside the rental unit. The tenant stated that this problem had occurred in 2016 and upon informing the landlord, the situation was corrected in a timely manner.

The tenant stated that when it started again in August 2019, he reported it to the landlord. It took the landlord one month to reset it. The tenant added that the beeping started up one more time on December 29, 2019 and despite notifying the landlord multiple times by email and telephone, no action was taken.

The tenant stated that the building manager and staff had changed, and he had difficulty getting in touch with the manager. After enduring the beeping sound for a month, the tenant decided to move out and gave the landlord notice to end the tenancy effective February 28, 2020.

The tenant stated that the beeping sound was corrected on February 20, 2020 almost two months after it started. The tenant testified that the sound caused him several sleepless nights, and this affected his employment. He was forced to take time off work which resulted in a loss of income.

The tenant also stated that when his complaints were not being heard he had no choice but to move out which also resulted in extra costs to him. The tenant is claiming compensation in the amount of \$35,000.00.

### **Analysis**

Based on the sworn testimony and documentary evidence of the tenant and in the absence of testimony to the contrary, I find that the carbon monoxide detector malfunctioned twice most recently and it took the landlord one month to fix it the first time and two months the second time. I accept the tenant's testimony that the beeping sound went off every 10 minutes 24 hours a day which drastically affected his sleep and his enjoyment of the rental unit.

I find that the beeping sound resulted in inconvenience to the tenant, disruption to his sleep, a loss of income from missed work and an overall reduction of the value of the tenancy. Therefore, I find that the tenant is entitled to compensation for the period that he had to endure the ongoing beeping sound.

In determining the amount by which the value of the tenancy has been reduced, I take into consideration the seriousness of the situation and the length of time over which the situation has existed. In this case the tenant stated that he was subject to the sound for about three months in total.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

Based on the sworn testimony of the tenant, I find that the landlord did not act in a timely manner resulting in a loss of quiet enjoyment of the rental unit by the tenant.

Based on the monthly rent of \$1,527.00, the time it took the landlord to correct the problem and the loss incurred by the tenant in sleep and employment income I find it appropriate to award the tenant \$3,000.00 towards his claim for compensation.

Since the tenant has proven his claim, I award the tenant the recovery of the filing fee of \$100.00.

Overall the tenant has established a claim of \$3,100.00. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order for \$3,100.00.

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: June 12, 2020

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Residential Tenancy Branch