



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NAI Commercial
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDCT, RR, LRE, PSF, FFT

Introduction

The tenant filed an Application for Dispute Resolution on August 24, 2020. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the "Act") on October 8, 2020.

The tenant seeks the following orders:

- compensation for monetary loss or other money owed, pursuant to section pursuant to section 67 of the *Act*;
- a reduction in rent for repairs, services of facilities agreed upon but not provided, pursuant to section 65;
- suspension or set conditions on the landlord's right to enter the suite, pursuant to section 70;
- provision of services or facilities by the landlord, required by the tenancy agreement, pursuant to section 62;
- the landlord's compliance with the legislation and/or tenancy agreement, pursuant to section 62;
- reimbursement of the Application filing fee, pursuant to section 72.

Both parties attended the conference call hearing. I explained the process and both parties had the chance to ask questions and present oral testimony during the hearing.

The tenant stated that they delivered notice of the dispute via registered mail. This included photos of repairs needed and residual damage. The landlord confirmed they received the information of this dispute resolution via mail. There was also a discussion between the tenant and landlord in which the tenant advised they had applied for dispute resolution on the issue at hand. The landlord did not provide documentary evidence for this hearing.

Preliminary Issues

The tenant initially applied for an order that the landlord comply with requests for repair and a reduction in rent for lack of repairs. In particular this was for the replacement or repair of the stove and air conditioner. At the outset of the hearing, the tenant confirmed the items were repaired and the landlord confirmed. An issue of residual damage due to air conditioner malfunction, which the tenant suspected, was proven to be non-existent once the repair happened. This was the extent of the tenant's claim under these grounds for dispute resolution.

Because this issue has been resolved, I sever these issues from the tenant's Application. The tenant stated they were not pursuing their claim for a reduction in rent. I informed the parties of this in the hearing, and both parties consented and agreed the issue is resolved.

Additionally, the tenant raised the issue of their claim that the landlord be restricted or otherwise limited on their right to enter the suite. This concerns scheduling of maintenance staff entry to the unit for repairs or other necessities.

Both parties agreed there was never any issue of entry by the landlord or maintenance staff without notice. The parties agreed that a written notice may be appropriate in certain circumstances, and the landlord endeavoured to give such notice when possible. Because this is resolved, I sever this issue from the tenant's Application.

Further, the tenant more recently provided video and photos of a carpet in the unit that has an issue with fraying. They added that they spoke to the maintenance staff about this issue. The landlord provided that they will "endeavour to have the carpet replaced". This issue did not form part of the tenant's initial Application, and the parties reached an agreement on this in the hearing. This issue does not enter into my consideration below.

Issue(s) to be Decided

Is the tenant entitled to compensation for monetary loss or other money owed, pursuant to section 62 of the *Act*?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

Neither party provided a copy of the tenancy agreement in advance of the hearing; however, they spoke to the terms of the agreement. The monthly rent is \$1,250.00 payable on the first day of each month. The tenant paid a security deposit on July 12, 2019 at the start of the tenancy on the date both parties signed the agreement.

The tenant stated that October 2020 rent at the time of the hearing was not paid. Additionally, they provided that they were \$550.00 in arrears on a previous amount of rent. The landlord confirmed both these details.

The tenant initially applied on the issue of a non-working stove. They stated they were out for the cost of meals and valued this at \$50.00 per day for all three meals. This comes to a total of \$15,000.00 over the ten-month timeframe. In the hearing, the tenant stated they would not pursue this, and they are “not really chasing the money” for the reason of a stove.

Additionally, the tenant claimed \$672.00 for three days’ missed work. These are days away from work when they thought maintenance staff would arrive to repair or replace the stove and/or air conditioner. On one occasion, the maintenance did not arrive during work hours, then did so after working hours. On two occasions, the tenant was informed about a stove being delivered and it did not happen.

The landlord acknowledged the late delivery of items on a Sunday, prior to the tenant filing their Application for this hearing. Their input on this issue was that the tenant did not have the maintenance staff direct contact information. The only contact was a call from the tenant later around 5pm that same day.

In regard to the issue of meal costs, the landlord stated the tenant has not made the case for their claimed amount. They stated it was not an issue of the whole stove not working. On the delivery day in question, the only communication they had was from the tenant quite late in the day.

Analysis

While the tenant did miss work due to delivery days, I find there was not a proper contact method in place for them to query and confirm the delivery or repair visit on each of those days. This is partly the responsibility of both parties. I find the landlord did acknowledge the

contact information was not there, though also stated the tenant only made the attempt to contact them later in the day.

I do find there is an element of loss in line with the oral testimony provided by the tenant here. This really only concerns the tenant's missed income due to delivery or repair visits to the unit. I am satisfied that this in turn impacted the tenant's ability to pay rent. I cannot fully establish what the communication was between the parties. If there was separate contact information for maintenance, I find the landlord should provide this to the tenant. There was no statement that they ever did.

Additionally, I find the tenant bears responsibility for communicating clearly to establish what is happening on any scheduled day for repairs. I find this reduces any amount they would be entitled to here.

The tenant has not established the larger claimed amount for having to pay for meals. Chiefly, they did not provide receipt information showing this; moreover, in the hearing they stated they were not pursuing this. For this reason, I make no order for recompense of meals. It was not established that the stove was fully inoperable.

Through their oral testimony, I find the tenant has established that they missed three days of work. At the same time, I acknowledge there was time away from work and this was missed income affecting payment of rent.

I award an amount of compensation that reflects two days of missed work. This is the amount \$448.00 based on the amount of salary the tenant provided on their Application and verbally in the hearing under oath. This grants two days of compensation due to unclear communication. The third day is not granted because the tenant should have taken responsibility by that time to strive for clarity on maintenance staff attending.

As the tenant was successful in this application, I find the tenant is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I find the tenant is eligible for an amount of missed income. I authorize the tenant to withhold the amount of \$548.00 from one future rent payment.

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: October 9, 2020

Residential Tenancy Branch