



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RPP, RR, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent. The tenant also applied for a monetary order for compensation in the amount of one month's rent and for an order directing the landlord to comply with the *Act* and carry out repairs.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, to cross-examine the other party, and make submissions to me. The landlord agreed that he had received the tenant's evidence in a timely manner and stated that he did not file any documents into evidence.

Issues to be Decided

Has the landlord validly issued the notice to end tenancy? Did the landlord complete the repairs in a timely manner? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on February 12, 2018. The monthly rent is \$1,050.00 payable on the 1st of each month.

On December 19, 2022, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. The tenant disputed the notice in a timely manner.

At the start of the hearing the landlord agreed that he had served the tenant with a notice to end tenancy in error. The landlord withdrew the notice and agreed to allow the tenancy to continue.

The tenant stated that he had a problem with his front door and oven but agreed that these repairs had already been completed prior to the hearing.

The tenant requested compensation for having been served a notice to end tenancy for non payment of rent, when rent was all paid up. The tenant stated that the notice caused him anxiety. The tenant also stated that he was without a functional oven for over a month but agreed that his request to the landlord was made at the time the winter weather was extreme.

The landlord stated that he contacted his maintenance person as soon as he received the complaint about the oven, but the repair person was unable to attend for 2 weeks due to the shutdown of roads, businesses, etc. brought about by the weather.

Analysis

Based on the testimony of both parties, I find that the notice to end tenancy has been cancelled by the landlord and the repairs that the tenant requested in his application have all been taken care of by the landlord, prior to this hearing.

The only section of the tenant's application that is left to be addressed is his application for compensation for stress, the loss of the use of the oven for a month and for the recovery of the filing fee.

Based on the testimony of both parties, I accept that the landlord acted in a timely manner to arrange for repairs, and that the delay resulted from a situation (extreme weather) that was out of the landlord's control. Accordingly, I find that the tenant is not entitled to compensation for the loss of the use of the oven.

I further find that the landlord served a notice to end tenancy on the tenant in error and caused the tenant a great deal of stress. Since the tenant has always paid rent on time or in advance during the five years of his tenancy at this rental unit, I find that the tenant is entitled to nominal damages for the stress and anxiety he endured having to make application to cancel the notice to end tenancy.

"Nominal damages" are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. Accordingly, I find it appropriate to award the tenant a one-time nominal award of \$200.00. Since the tenant has proven his case, I award him the recovery of the filing fee of \$100.00.

Conclusion

Overall, the tenant has established a claim of \$300.00. The tenant may make a onetime deduction of \$300.00 from a future rent.

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 17, 2023

Residential Tenancy Branch