



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes MNDC, RR, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for monetary order for \$3600.00.

### Background and Evidence

The applicant testified that:

- Due to a problem with another tenant in the rental unit who refused to comply with laundry use regulations, she was forced to do her laundry at a Laundromat.
- Someone also vandalized the laundry facilities and therefore they were not available to use for a period of time.
- She is therefore asking for \$1682.00 in Laundromat and gas costs.
- She also had a substantial loss of use and enjoyment of a rental unit because the landlord failed to deal with the noisy, aggressive, and abusive tenant that lived in one of the other rental units.
- She and her children also had a substantial loss of use of the rental property due to the amount of junk left in the shared yard by this abusive tenant, including things such as razor blades.

- Her children's health and her health was put at risk by the fact that the abusive tenant was smoking drugs in the rental unit and the smoke was permeating into her suite.
- She believes the landlord failed to deal with the problems with this abusive tenant in a timely manner and therefore she is asking for \$1918.00 for loss of use and enjoyment.

The respondent/landlord testified that:

- There was a period of time when laundry facilities were restricted due to disagreements between the tenants in a rental property; however the applicant was compensated for that loss of use and agreed to the amount of compensation at the time.
- Laundry facilities were reinstated and he has not limited the laundry facilities since then.
- He dealt with the problems with the other tenants in the best manner he could.
- It was difficult because the other tenant was denying that she or her guests were being abusive.
- He did give warnings to the other tenant and eventually did evict the other tenant, although it took some time because he had to go through the dispute resolution process, as the other tenants filed a dispute of his Notice to End Tenancy.

## Analysis

It is my decision that I am not going to allow any of the claim for loss of use and enjoyment, because I'm not convinced that the landlord failed to act in a timely manner to deal with the problem tenant.

It can be difficult at times for a landlord to know which tenant is the problem tenant, especially when he's getting conflicting information from each of the tenants.

In this case it is my decision that the landlord did act reasonably by first giving warnings then giving an eviction notice and eventually following through and getting an Order of Possession.



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I am willing to allow a portion of the claim for our loss of use of the laundry facilities because I am convinced that the landlord did know that, at least for a period of time, the laundry facilities were not available.

I'm not however willing to allow the full amount claimed by the tenant, because the tenant has only supplied one receipt, for \$274.00, and therefore although she claims to have paid \$1682.00, for Laundromat costs and gas costs to do her laundry she has not supplied the evidence to support that claim.

### Conclusion

I allow \$274.00 of the tenants claim. A further order that the respondent bear the \$50.00 cost of the filing fee paid for today's hearing.

I have therefore issued an order for the respondent to pay \$324.00 to the applicant.

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 15, 2009.

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Dispute Resolution Officer