



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC OLC RP RR

Introduction

This hearing dealt with an application by the tenant for monetary compensation for damage or loss under the Act, regulation or tenancy agreement, as well as orders for repairs and a reduction in rent, and an order that the landlord comply with the Act, regulation or tenancy agreement. The tenant and an agent for the landlord participated in the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation?

Should the landlord be ordered to conduct repairs and comply with the Act?

Background and Evidence

The tenancy began on June 1, 2009, with monthly rent in the amount of \$1650. At the outset of the hearing, the tenant acknowledged that she had received and was planning to act on a landlord's notice to end tenancy for landlord's use. Both parties agreed that the tenancy will therefore end by December 31, 2009.

The tenant's evidence was that since the outset of the tenancy, there have been numerous problems with the rental unit that the landlord failed to address. There was debris left in the garage and under the back porch, the front and back doors to the house do not lock and the basement door cannot be used. On June 22, 2009 the tenant informed the landlord that the electricity in the bathroom and one of the

bedrooms was not working, and the landlord did not send an electrician to the house until eight days later. The landlord agreed in writing on July 14, 2009 to address the door repairs, but did not do so. The tenant text messaged the landlord on August 14, 2009 regarding the rat problem. In a letter dated August 18, 2009 the tenant reiterated all of the problems with the rental unit. The tenant applied for compensation of \$300 per month from the outset of the tenancy.

The response of the landlord was that he did not do the things he was supposed to do, and the tenant is entitled to compensation. However, the landlord thought the tenant should only be compensated a total of \$300.

Analysis

I find that the landlord's actions of failing to provide locking doors or deal with a rat infestation constitute serious breaches of the landlord's responsibilities under the Act. The landlord and tenant acknowledged that the tenancy will end by December 31, 2009. The landlord did not appear willing or motivated to carry out repairs before that time. I therefore decline to order that the landlord carry out repairs. I find instead that the tenant is entitled to monetary compensation for the duration of the tenancy. I find that the tenant is entitled to the monetary compensation claimed of \$300 per month, from June 2009 to December 2009, for a total of \$2100.

I note that as the tenant was served with a two month notice to end tenancy, she is entitled to compensation equivalent to one month's rent, which is not included in the above-noted amount.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$2100. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated November 6, 2009.