



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNDC, FF

### Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties participated and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement in evidence for this month-to-month tenancy which began on or about July 27, 2011. Monthly rent of \$1,300.00 was payable in advance on the first of each month, and a security deposit of \$650.00 was collected.

The tenant claims that a leak initially occurred in the kitchen ceiling of her basement unit in November 2011. The landlord then undertook to open a small hole in the ceiling, under which the tenant claims a bucket needed to be located in order to collect dripping water until repairs were completed about 3 weeks later.

The tenant claims that a more serious leak occurred in the kitchen ceiling during the first week of December 2011. After reporting this to the landlord, the tenant gave consent to the landlord for entry into the unit for the purpose of repairs while she was away at work. When the tenant later returned to her unit she found that the landlord had undertaken to remove damaged portions of the ceiling without properly covering her "dishes, table, [and] cooking ingredients." Evidence submitted by the tenant includes several related photographs taken within the unit.

The landlord claims that in mid December 2011 the tenant verbally gave 15 days notice to end the tenancy. The tenant does not dispute this but claims that the landlord put "pressure" on her to leave the unit by December 27, 2011. During the hearing the

tenant also identified a concern about heating in the unit, a concern not identified in her application for dispute resolution. Further, the tenant testified that when she left the unit, she moved directly into the unit where she presently resides, having found it advertised on craigslist.

It is not clear on which particular day in December 2011 the hole was opened up in the ceiling, or when exactly the repairs began, or how many days the hole remained open before repairs were completed. The tenant claims that the repair work had still not been completed when she vacated the unit. The landlord returned the tenant's full security deposit when the tenant vacated the unit.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant decided to end the tenancy for reasons which included, but were not limited to, disruption arising from the leak(s) in the kitchen ceiling. Testimony around the exact number of days during which the disruption from the damaged ceiling lasted, is conflicting and inconclusive.

I find there is insufficient evidence to support the tenant's claim for costs arising from moving, as it is not clear that the landlord was the party giving notice to end tenancy.

I also find there is insufficient evidence to support the tenant's claim for costs arising from purchasing meals during the time while she considered the kitchen to be insufficiently clean.

However, I find on a balance of probabilities that the tenant has established entitlement to some compensation arising from the leak(s) in the ceiling and the associated disruption. I find that this entitlement is limited to \$650.00, which is one half month's rent ( $\$1,300.00 \div 2$ ).

Finally, as the tenant has achieved limited success with her application, I find that she has established entitlement to recovery of half the \$50.00 filing fee, or \$25.00.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$675.00** (\$650.00 + \$25.00). Should it be necessary, this order may be served on the landlords, filed in the Small Claims Court and enforced as an order of that Court.

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: March 07, 2012.

---

Residential Tenancy Branch