



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC PSF

### Preliminary Issues

Upon review of the Tenant's application for dispute resolution she confirmed that she had not spent money on emergency repairs. She said she made her application to seek compensation for her expenses of living without a fridge and to have the Landlord give her a fridge that works and to deal with the bugs.

The Tenant had listed the aforementioned items in her notes written in the details of the dispute on the application form and in the second page she attached to the application; therefore, the Landlord was made aware of the Tenant's request in the initial application and would not be prejudiced by amending the application. Based on the aforementioned, I amend the application to remove the request for the cost of emergency repairs and to include the request for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, pursuant to section 64 (3)(c) of the Act.

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to Order the Landlord to make repairs to the unit, site or property.

The Tenant affirmed that she personally served the Landlord with copies of her application for dispute resolution and Notice of dispute resolution hearing on April 16, 2013. On approximately May 6, 2013 the Tenant personally served the Landlord with her evidence. Based on the submissions of the Tenant I find the Landlord was served notice of this proceeding in accordance with the Act; therefore I proceeded in the Landlord's absence.

### Issue(s) to be Decided

1. Should the Tenant be granted a monetary award?
2. Should the Landlord be ordered to complete repairs to the rental unit?

### Background and Evidence

The Tenant submitted documentary evidence which included, among other things, copies of: a letter written to the Landlord requesting repairs; gas and food receipts.

The Tenant testified that she entered into a month to month tenancy agreement that began on approximately April 15, 2012. Rent is payable on the last day of every month in the amount of \$490.00 plus \$50.00 utilities. ON April 15, 2012, the Tenant paid \$245.00 as the security deposit.

The Tenant stated that sometime in mid March 2013 her fridge began making funny noises. Then on March 27, 2013, she noticed that it stopped working. She informed the Landlord, in writing, that her fridge was broken and she needed a fridge as soon as possible because she is on a special diet. She said the Landlord told her he was going on vacation for ten days and she would simply have to wait until he returned.

The Tenant confirmed that she was left with an emergency contact number for the Landlord's son but he told her he could not do anything about her fridge until the Landlord returned. She also mentioned the problem to the Landlord's three brothers but they also told her she would have to wait until the Landlord's return. On April 21, 2013 the Landlord brought her a replacement fridge but it is broken as well. She said she allowed a few days to see if it would start working and by April 27, 2013 it still had not gotten cold inside so she requested the Landlord give her a new one or fix it.

During this time she noticed that the bugs had started to make their way into her rental unit. She suspects that they are coming in under her door as there is not a proper weather stripping at the bottom of her door. She has spent close to \$50.00 on bug spray and it is not helping. She is requesting that the Landlord treat the unit for bugs and repair the weather stripping.

In closing, the Tenant advised that the Landlord attended the rental unit yesterday, May 12, 2013, and after inspecting the fridge he began yelling and screaming at her. She told him that she would not speak to him if he was only going to yell and he responded saying he was going to evict her and said his son was going to move in.

### Analysis

Given the evidence before me, in the absence of any evidence from the Landlord who did not appear despite being properly served with notice of this proceeding, I accept the undisputed evidence as discussed by the Tenant and corroborated by her evidence.

Section 32 of the *Act* requires a landlord to maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards

required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

The evidence supports that repairs are required to the fridge, the door weather stripping, and pest control is required to treat the current onset of bugs.

Section 27 stipulates that a landlord must not terminate or restrict a service or facility if that service or facility is essential to the tenant's use of the rental unit as living accommodation or providing the service or facility is a material term of the tenancy agreement.

I find a refrigerator / freezer is an essential facility required under this tenancy agreement. Accordingly, I Order the Landlord to have a working refrigerator / freezer provided to the Tenant **immediately** upon receipt of this decision.

I accept the Tenant's submission that insects or bugs are entering her unit from under the door where the weather stripping needs repair. Accordingly, I hereby order the Landlord to repair the door weather stripping no later than **June 10, 2013**.

*Residential Tenancy Policy Guideline # 1* stipulates that the landlord is generally responsible for major projects, such as tree cutting, pruning and insect control. Therefore, I hereby Order the Landlord to hire a licensed pest control company to inspect and treat the rental unit and provide the Tenant with copies of the report / invoice no later than **June 10, 2013**.

Upon review of the receipts provided in the Tenant's evidence, I find that although they prove some food and gas was purchased, they are not sufficiently linked to the matters pertaining to the fridge or repair requests as there is not enough evidence to support the gas was only used to pick up food.

### Conclusion

Based on the foregoing, I find the Tenant has suffered a loss to the value of her tenancy and has since been threatened with eviction by the Landlord. Therefore, I hereby award the Tenant monetary compensation of 10% rent reduction from March 27, 2013 to May 31, 2013 in the amount of **\$101.22**. I Order the Tenant to deduct the \$101.22 from her May 1, 2013 rent payment.

I further Order the Tenant to stop all future rent payments until the Landlord has completed the repairs as Ordered above. If the required repairs are completed on or

before May 31, 2013, the Tenant will be required to pay the full \$490.00 due for June 2013 rent. If repairs are not completed until sometime in June 2013, the Tenant will resume paying rent June 30, 2013 for July 2013; and so on. The Tenant will not be required to pay past rent while awaiting the repairs as this is compensation for her loss.

The Tenant will be at liberty to seek further compensation in the event that the Landlord does not comply with the above Orders.

I caution the Landlord that under section 95(2) of the Act, any person who coerces, threatens, intimidates, or harasses a tenant from making an application under the Act, or for seeking or obtaining a remedy under the Act, may be found to have committed an offence and is subject to a fine or administrative penalty.

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: May 13, 2013

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Residential Tenancy Branch