



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC

Introduction

The application was brought by the tenants seeking monetary compensation after the boiler in their apartment building broke down and they were without hot water and had to use substitute heat for six days.

Issue(s) to be Decided

This matter requires a decision on whether the tenants are entitled to compensation and, if so, the amount due.

Background

This tenancy began March 15, 2008. Rent is \$800 per month and the landlord holds a security deposit of \$400.

During the hearing, the tenant have evidence that he had experienced considerable inconvenience as a result of having no hot water from December 31, 2008 to January 6, 2009 and requested one-half month's rent relief of \$400.

The landlord gave evidence, supported by receipts, that a plumber, Tri-City Plumbing, had attended on December 31, 2008 when the boiler failed but that they did not have the part required to make the repair.

As second service company, Black and McDonald, was able to attend on January 2, 2009, identified the needed part and ordered it. The part arrived and was installed on January 6, 2009, and boiler service was restored.

The landlord also stated that electric heaters were distributed throughout the 54 unit apartment building to tenants who required them. A number of tenants already had personal heaters.

Analysis

Section 7 of the *Act* states that, If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Even though the landlord acted expeditiously to remedy the boiler problem, I find that the tenants' are entitled to some consideration for their inconvenience.

However, I find the tenants' request for \$400 to be disproportionate to the degree of inconvenience experienced by them. The service disruption lasted for only six days and the tenants had full use of the rental unit for sleeping, eating and leisure activities throughout and the inconvenience was limited to their having to heat water on the stove for washing.

Conclusion

Therefore, I find that the tenants are entitled to compensation totaling \$30 and I hereby authorize and order that they may withhold that amount from the next month's rent due following receipt of this decision.

Date of Decision: March 24, 2009.

Dispute Resolution Officer