



Dispute Resolution Services

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

DECISION

Dispute Codes: MND and FF

Introduction

This application was brought by the tenant seeking a Monetary Order for \$2500 for loss of use of part of the rental unit due to water damage which was not repaired over a period of approximately four months. The tenant also sought to recover the filing fee for this proceeding.

Issue(s) to be Decided

This matter requires a decision on whether the tenant is entitled to Monetary Order for the losses as claimed.

Background and Evidence

This tenancy began on December 1, 1993 and ended August 14, 2009 pursuant to a Notice to End Tenancy for landlord use served on June 29, 2009 to take effect August 31, 2009. Rent was \$1,085 per month and the landlord holds a security deposit of \$450 paid on December 1, 1993.

During the hearing, the tenant gave evidence that in mid April, the rental unit was subject to water leakage from the heating system. The landlord stated he was not informed of the problem until April 30, 2009.

The tenant stated that while a restoration company was sent to address the problem, they only got as far as cutting the living room carpet, putting the furniture in her daughter's bedroom, removing baseboards, and running dryers for two weeks. However, no further work was done.

The landlord stated that difficulty in arranging entry to the unit with the tenant was a significant contributing factor to the delay which he believed was a response to his having listed the rental unit for sale. In support of that view, he noted that the tenant had made application on June 30, 2009 but claimed compensation to the end of August.

Analysis

I find that tenant was deprived of the use of the living room and the second bedroom which housed the living room furniture and that she is entitled to compensation for that loss in the amount of \$125 for each of the four months in question. I further find that the tenant is entitled to recover the \$50 filing fee for this proceeding.

Conclusion

Therefore, the tenant's copy of this decision is accompanied by a Monetary Order for \$550 for service on the landlord.

As a matter of note, there is a pending hearing on this tenancy on the tenant's application for return of her security deposit in double and return of her September rent which the landlord stated had been processed in error by his bank. The landlord stated he tried unsuccessfully to contact the tenant immediately on learning of the error but he did not have her forwarding address. He said he had not been able to return the security deposit for the same reason.

The tenant stated she had provided the landlord's wife with the forwarding address at the end of the tenancy when she returned the keys.

In any event, the parties agreed that the tenant would withdraw the second application if the landlord kept to his promise to imminently:

1. Make payment of the award granted by this hearing;
2. Pay back the rent for September 2009;
3. Return the security deposit plus interest;
4. Pay the filing fee for the second application.