



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** MNDC, MNSD, RR, FF

### **Introduction**

This hearing dealt with an application by the tenants pursuant to the *Residential Tenancy Act* for a monetary order for moving costs and the filing fee. The tenant also applied for the return of the security deposit and a reduction in rent for interrupted services. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the tenant entitled to moving costs and the recovery of the filing fee? Is the tenant entitled to the return of the security deposit?

### **Background and Evidence**

The tenancy started on May 01, 2009 for a fixed term of one year. The monthly rent was \$750.00 payable on the first of the month. At the start of the tenancy, the tenant paid a security deposit in the amount of \$375.00. The tenant gave the landlord notice to end the tenancy on January 05, 2010 and moved out on February 05, 2010. The tenant did not provide the landlord with a forwarding address.

The tenant stated that on December 11, 2009, the water supply was cut off due to frozen pipes. The landlord was notified and she contacted the tenant and offered to provide bottled water and pay for the use of the shower at the local pool. In an email dated December 12, the tenant declined the offer.

The landlord also contacted City Hall for site plans regarding the location of the water pipes and was redirected to another office. The landlord was able to get site plans on December 14. The landlord also made second offer to reimburse the tenants for bottled water and the use of the pool and the tenant refused to accept the offer.

The landlord hired a contractor who was unable to attend until December 29, 2009. The contractor determined that the pipe was not in the location that it was supposed to be and advised the landlord to wait until the temperatures rose, to fix the problem. The landlord stated that the pipe is 2,400 feet long and needs to be dug up in its entirety and reburied at a greater depth. The tenant in the other house located on the same property who was also affected by the problem assisted the landlord in determining a course of action. Based on the recommendation of both the contractor and the occupant of the other house on the property, the landlord decided to implement a short term solution and fix the problem at a later time. Water service was restored on January 11, 2010.

The tenant did not pay rent for January. Both parties attempted to negotiate a reduced rent but were unsuccessful at coming to an agreement. The tenant stated that he had paid full rent for December and had suffered the inconvenience of the lack of running water. The tenant stated that he was no longer interested in the portion of his application for reduced rent as he felt that having paid full rent for December 2009, the amount should cover the month of January too, due to the problem with the water supply. The landlord agreed that a rebate in rent was called for but did not agree to a reduction of fifty percent. I informed the landlord that she was at liberty to apply for dispute resolution to address her monetary claims for rent.

The tenant stated that for the purpose of this hearing he was only interested in his application for a monetary order for moving expenses, the return of the security deposit and the filing fee.

The tenant is claiming the following:

1.	Truck Rental	\$400.00
2.	Fuel costs	\$200.00
3.	Moving of services	\$150.00
3.	Filing fee	\$50.00
	Total	<b>\$800.00</b>

### **Analysis**

Based on the verbal testimony and documentary evidence filed by both parties, I find that the tenant did not provide his forwarding address to the landlord. Section 38(1) of the *Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. The landlord has the forwarding address as of the date of this hearing and must either return the security deposit with the applicable interest or make application to retain part or all of the security deposit within 15 days of the date of this hearing.

Based on the sworn testimony of both parties, I find that the tenant has not proven that the landlord failed to meet her obligations under to *Act* with regard to maintaining services and facilities that are essential to the tenant's use of the rental unit as living accommodation. It is necessary to balance the tenant's right to the service of running water with the landlord's responsibility to maintain the service. The tenant may be entitled to reimbursement for loss of use of a service, even if the landlord has made every effort to minimize disruption to the tenant. I find that the landlord took reasonable steps in a timely manner, to rectify the problem and provide a short term solution. In addition the landlord offered the tenant alternative solutions at her cost. Since the tenant declined the offers made by the landlord and choose to move out instead, I find that the tenant must bear the cost of moving out. Since the tenant has not proven his case, he is not entitled to the recovery of the filing fee.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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: February 11, 2010.

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Dispute Resolution Officer