



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, RP, RPP, RR, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order and a number of other orders. At the outset of the hearing the tenant acknowledged that she had vacated the rental unit and that she only wished to proceed with the claim for a monetary order. The tenant acknowledged that her claim far exceeded the \$25,000.00 monetary jurisdiction of this tribunal and stated that she did not wish to proceed with a significant portion of her claim but had only included those claims to indicate the full amount to which she felt she was entitled. I consider the claims other than the monetary claim to have been withdrawn and I consider the amount claimed over \$25,000.00 to have been abandoned. The landlord was represented by 2 agents.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence and Analysis

The parties agreed that the tenancy began on September 16, 2009 and that the tenant vacated the unit on August 2, 2010. The parties further agreed that the tenant was obligated to pay \$1,700.00 per month in rent. The tenant's claims and my findings on each are set out below.

1. Loss of use of the bathrooms

The tenant seeks to be compensated for a period of time in which she was unable to make full use of the bathrooms in the rental unit. The tenant testified that at the

outset of the tenancy the landlord removed carpeting from stairs leading up to the shower in the main bathroom and did not cover the plywood stairs until December. The tenant testified that she and her family did not use the shower in this bathroom because they had been told by the contractor not to use it as the plywood should not get wet. The tenant testified that the shower door in the ensuite did not close properly and was not repaired until December. The landlord initially testified that the tenant had not made them aware of a problem with the shower door, but admitted that they received an email of November 4, 2009 in which the tenant stated that the contractor had been unable to repair the door and that she was still waiting for the contractor to make arrangements to complete repairs. The tenant testified that she was unable to use either shower for a period of time and that for 23 days she had to shower at another location. The landlord maintained that the tenant had failed to grant access to the contractor to permit him to perform repairs. The tenant denied having denied access to the contractor. The parties agreed that repairs were completed in December 2009. In the absence of evidence from the contractor showing that he was denied access to effect repairs, I find that the landlord took an unreasonably long time to repair the steps and shower door. I find that the tenant suffered a loss of quiet enjoyment as a result of that delay and is entitled to compensation. I find that \$400.00 will adequately compensate the tenant and I award her that sum.

2. Hot water loss

The tenant seeks to be compensated for 23 days in which she had no or inadequate hot water. The tenant testified that when she moved into the rental unit, she discovered that she did not have adequate hot water. The tenant reported this to the landlord on or about September 28 and the landlord arranged for a repairperson to attend at the residence on September 30. The repairperson turned up the thermostat on the hot water tank which resolved the issue to some extent. The invoice shows that the repairperson was able to run the kitchen tap hot water for 15 minutes without experiencing a temperature change. The tenant testified that even after the thermostat was turned up, she was unable to shower for more than 8

minutes without running out of hot water. The landlord was contacted and a repairperson attended on October 5. The invoice shows that the repairperson checked the cold water inlet on the hot water tank, found the dip tube to be in perfect condition and reassembled the inlet. The repairperson tested the shower for 15 minutes with hot water and found no temperature change. The repairperson installed a low flow shower head in an effort to provide continued hot water. The tenant claimed that she went 23 days without or with insufficient hot water. I find that the evidence shows that the tenant first reported a problem with the hot water on September 28. While the problem may have been evident prior to that time, the landlord could not have been expected to be aware of the problem without the tenant having reported it. I find that the tenant went for 2 days without an adequate hot water supply. I am not satisfied that further, significant hot water problems were experienced after the temperature on the hot water tank was adjusted on September 30. The repairperson's invoice shows that there was no identifiable problem and while the installation of the low flow shower head may have allowed the hot water to last longer, I am not persuaded that the amount of hot water prior to the installation of that shower head can be characterized as insufficient. I find that the landlord acted quickly in response to the tenant's complaint and that her loss was not sufficiently significant to warrant compensation. The claim is dismissed.

3. Loss of use of central vacuum

The tenant seeks to be compensated for 180 days in which the central vacuum was inoperable. In her email of November 4, the tenant advised the landlord that the vacuum was not operational and the landlord did not respond to that complaint. I find that the tenant is entitled to be compensated for having paid for a unit with a central vacuum when she was not able use that vacuum. I find that \$250.00 will adequately compensate the tenant and I award her that sum.

4. Lost work

The tenant seeks to be compensated for 17 days in which she claims she stayed home from work in order to admit repairpersons to her home and for a further 46 days of work she missed as a result of her son's illnesses. The tenant claimed that the landlord had insisted that she stay home to admit repairpersons to the unit. The landlord testified that he was prepared to ensure that the landlord had a representative at the home if the tenant was unable to admit repairpersons but that the tenant never addressed the issue with him. The tenant claimed that her son suffered from an ongoing illness during the time she resided in the rental unit and that the illness can be attributed to mould in the unit. There is no indication in the correspondence that the tenant at any time asked the landlord to arrange for the landlord's representative to admit repairpersons. I find that the tenant cannot expect the landlord to have known that admitting repairpersons was a hardship for her without having clearly communicated that to him. The tenant provided no corroborating medical evidence to show that her son's illness was caused by mould in the rental unit. The claim is dismissed.

5. Loss of use of oven

The tenant seeks compensation for 90 days in which she was unable to use the oven in the rental unit. In her email of November 4 the tenant advised the landlord that the bottom element in the oven was not functioning properly. The parties agreed that the oven was repaired on or about December 14. I find that the landlord took an unreasonably long time to repair the oven. I find that the tenant suffered a loss of quiet enjoyment as a result of that delay and is entitled to compensation. I find that \$100.00 will adequately compensate the tenant and I award her that sum.

6. Filing fee

The tenant seeks to recover the \$100.00 filing fee paid to bring her application. As the tenant has been substantially unsuccessful, I find it appropriate to award her half of the filing fee. I award the tenant \$50.00.

Conclusion

In summary, the tenant has been successful in the following claims:

Loss of use of bathrooms	\$400.00
Loss of use of central vacuum	\$250.00
Loss of use of oven	\$100.00
Filing fee	\$ 50.00
Total:	\$800.00

I grant the tenant an order under section 67 for \$800.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: September 13, 2010

Dispute Resolution Officer