



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, ERP, RP, and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to make emergency repairs to the rental unit; for an Order requiring the Landlord to make repairs to the rental unit; and to recover the filing fee from the Landlord for the cost of filing this application.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to a monetary Order in compensation for a broken mirror; whether there is a need for an Order requiring the Landlord to make repairs to the rental unit; and whether the Tenant is entitled to recover the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began in 2007 and that the Tenant is currently required to pay monthly rent of \$1,048.00.

The Tenant is seeking an Order requiring the Landlord to provide potable water that is free of algae and is suitable for domestic use. She stated that the water that comes out of her faucet is dirty and that the filters in her faucets regularly trap algae of some type.

The Tenant submitted a photograph, taken September 07, 2010, that shows that the water coming from the faucet is dirty. The Tenant submitted a photograph, taken September 07, 2010, that shows a filter from a faucet which appears to be covered with organic matter. The Tenant stated that this matter collected on the filter within a two week period.

The Witness for the Landlord stated that he is a general contractor who is frequently employed by the Landlord at this residential complex. He stated that a new domestic water system was installed in the complex approximately four years ago; that after approximately two years he became aware that a problem had developed with dirty water in the system; that they attempted a variety of solutions which were not successful; that in the last couple of months they determined that the problem related to the fact stored water was not being used quickly enough; that they significantly reduced the volume of water being stored; and that they now believe the problem has been rectified. He stated that he is aware that the water was tested and it was determined that there was an excessive amount of iron in the stored water. He stated that the water to the residential complex is supplied by the City of New Westminster and he is not aware of any other contaminants in the water.

The Tenant stated that she is not convinced that the problem has been remedied as she still gets organic matter in her faucet filters. The Witness for the Landlord acknowledged that it may take some time to completely clear the sediment from the system.

The Tenant submitted no evidence, such as a water analysis, to support her concerns that the water in the rental unit is not potable.

The Agent for the Landlord stated that he intends to take water samples from the residential complex on December 03, 2010; that he intends to have those samples tested to ensure they are suitable for domestic use; that he will take two samples from the Tenant's rental unit; and that he will provide the Tenant with a copy of the results of those tests by December 15, 2010.

The Tenant is seeking compensation, in the amount of \$100.00, for replacing a mirror. The Landlord and the Tenant agree that a mirror belonging to the Tenant was broken while contractors hired by the Landlord were working in the Tenant's rental unit. The Agent for the Landlord stated that the contractor has agreed to reimburse the Tenant for the cost of the mirror if she provides a receipt or a reasonable estimate for the cost of replacing the mirror. The Tenant acknowledged that she did not provide the Landlord with a receipt or an estimate for the mirror, as she replaced it with a larger, more expensive mirror. She submitted no evidence to establish the value of the mirror, which she estimates to be \$100.00.

Analysis

Section 32(1) of the Act requires landlords to provide and 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.

I find that the Tenant has submitted insufficient evidence to establish that the Landlord has failed to comply with section 32(1) of the Act, as the Tenant has not established that

the water in her rental unit does not comply with health, safety and housing standards. In reaching this conclusion I was heavily influenced by the absence of evidence, such as a water quality analysis, that establishes that the water is hazardous to human health. In my view the Tenant has failed to establish that the sediment in her water is caused by a substance that is not suitable for domestic use.

On this basis, I dismiss the Tenant's application for an Order requiring the Landlord to provide potable water. I find this Order unnecessary as the Landlord has demonstrated a pattern of behaviour that causes me to believe the Landlord is attempting to remedy the discoloration of the domestic water and the Landlord intends to have the water tested to ensure it is in compliance with health and safety standards. As the Landlord appears to be taking appropriate measures to ensure that it is providing potable water to the residential complex, I find that it is unnecessary to make an Order requiring the Landlord to take actions that they have indicated they intend to make.

In the event that the Landlord obtains a water quality analysis that establishes that the water is not suitable for domestic use and the Landlord fails to take appropriate actions to remedy that situation, the Tenant retains the right to file another Application for Dispute Resolution seeking an Order requiring the Landlord to make appropriate repairs. The Tenant must be prepared, however, to establish at a subsequent dispute resolution proceeding that the water in the residential complex does not meet health and safety standards.

Section 67 of the *Act* authorizes me to order a landlord to pay money or compensation to a tenant only if the damage or loss results from the landlord's failure to comply with the *Act*. While I accept that a person conducting repairs on behalf of the Landlord accidentally damaged a mirror belonging to the Tenant, I cannot conclude that the damage resulted from the Landlord's failure to comply with any section of the *Act*. I therefore do not have jurisdiction to award compensation for the damage to the mirror, and I decline to consider the Tenant's application for compensation of \$100.00.

Conclusion

I find that the Tenant has failed to establish that her Application for Dispute Resolution has merit and I therefore dismiss her application to recover the \$50.00 she paid to file this Application for Dispute Resolution.

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: December 03, 2010.

Dispute Resolution Officer