



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

CNC MT MNDC

Introduction

This matter was convened in response to cross applications by the tenant and landlord. In clarification, the tenant applied to cancel a Notice to End and for compensation for lack of hot water for a period of 5 days at the outset of the tenancy in the amount of \$183.33. The tenant has since vacated the rental unit on December 31, 2010.

The landlord clarified that as the tenant has vacated their application is moot. The landlord does not seek a monetary order as originally requested in their application. Therefore, the landlord's application, effectively, is preliminarily **dismissed**.

The hearing proceeded on the merits of the tenant's monetary claim.

Both parties attended the hearing and were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the tenant entitled to the monetary amount claimed?

Background and Evidence

This tenancy began November 03, 2010. Rent was in the amount of \$1100 per month, plus the cost of utilities.

The undisputed testimony is as follows. The parties agree that at the outset of the tenancy the rental unit utilities were in arrears by the previous tenant and that the Terasen hydro utilities were disconnected – the tenant had no hot water due to this fact. The landlord testified that they alerted the tenant to this fact on November 03, 2010, but did not take the necessary steps to resolve the lack of hot water before the tenant moved in, as the tenant was responsible for utilities. The tenant claims that he first noticed the lack of hot water on November 05, 2010 and notified the landlord who

responded on November 06, 2010. The landlord confirmed the hydro was disconnected and that it required Hydro's input. The tenant was required to pay the previous tenant's arrears before Hydro reinstated the utility on November 08, 2010. The landlord subsequently reimbursed the tenant for the hydro utility arrears paid by the applicant. The tenant seeks an abatement of rent – prorated five days of rent - in the amount of \$183.33

Analysis

On preponderance of the testimony provided by both parties, and on the balance of probabilities, I find that the tenant was inconvenienced for 5 days by a lack of hot water immediately after moving in, and having to manage the introduction of hot water into the rental unit, including having to pay another tenant's utilities arrears with their own money and make efforts to re-connect the hydro utility. I find the tenant is entitled to an abatement of rent in the set amount of **\$125**.

Conclusion

I grant the tenant a monetary order under Section 67 of the Act for the amount of **\$125**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.