



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This is an application by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

At the beginning of the hearing the Tenant gave evidence that he moved out of the rental unit on April 9, 2011. As such, the Tenant's application for the Landlord to comply with the Act, make emergency repairs, make repairs and to allow the Tenant to reduce rent for repairs, services or facilities has been extinguished.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for compensation for loss under the Act, regulation or tenancy agreement?

Background and Evidence

This Tenancy began in June of 2010 and the Tenant stated that the monthly rent was \$790.00. The Tenant vacated the rental unit on April 9, 2011. Neither party has submitted a signed tenancy agreement.

The Tenant personally served the building manager with the notice of hearing documents on March 22, 2011 and the Tenant's evidence package in person on April 4, 2011. The Landlord has confirmed receiving these packages. The Landlord has not submitted any evidence.

The Tenant is claiming \$750.00 (\$150.00 per month x 5 months) in compensation for various inconveniences over water leaks over the last 5 months. In the Tenant's direct

evidence he has stated that over a 5 month period there have been 6 occasions when the water was turned off without notice to accommodate the plumber's repairs throughout the 20 unit rental property. The Landlord dispute this stating that the Tenant should have known this would happen as the plumbers were working in the building. The Landlord has stated that he is not aware of any notices given to the Tenants for the water shutoff, but that there should be. The Landlord has stated that the building is 45 years old and that the plumber has stated that the copper piping is brittle and needs to be replaced. The Tenant claims that he has made numerous complaints to deal with the construction issues, but that the Landlord has not dealt with any of them in a timely manner. The Tenant has provided photograph evidence of deficiencies in the rental unit bathroom and various areas on the rental property. The Landlord disputes this stating that there are holes, but that they will be addressed as the plumbers are still working.

Analysis

Based upon the undisputed affirmed testimony of both parties, I am satisfied that both have been properly served with the notice and evidence packages.

The Tenant has provided photographic evidence of deficiencies in the rental unit and the Landlord has provided direct testimony to contradict the Tenant's claim to compensation. The Tenant was not able to explain how he quantified the amount of \$150.00 per month for 5 months in his claim. The Tenant did not lose the use of the bathroom. I find that the Tenant has failed to prove his claim, but I find that an inconvenience did take place, but without sufficient evidence to ascertain the Tenant's loss, I must dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed.

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: April 12, 2011.

Residential Tenancy Branch