

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for compensation. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy began on or about March 1, 2011 and is a fixed tenancy until August 31, 2012. Rent in the amount of \$1300.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$650.00 and a pet deposit of \$650.00. The tenant is seeking compensation for a basement that keeps flooding after it rains. The tenant is seeking \$1200.00 as compensation. The tenant's calculations for the compensation are \$200.00 per month X 6 months = \$1200.00.

The tenant testified to the following; he rents a two level home with his family that has an unfinished basement, the landlord advised the tenant upon move in that the tenant could make a "games room" in the basement if he chose to, the landlord advised the tenant the basement has never had any issues with water leaking in and that his belongings would be fine to be stored there, after some rainy weather the basement had water seep in and soak many of the tenant's belongings on three separate occasions; those dates were May 2, 2011, May 12, 2011, and June 29, 2011. There was a fourth occasion that a water line had broken due to cold weather but the tenant advised the landlord immediately repaired and paid for the cost of the water line. The tenant also

provided a timeline of smaller leaks in the basement that commenced within one week of moving in.

The landlord testified to the following; the house has no foundation drainage, the concrete in the basement isn't sealed, the landlords are not in a position at this time to make any repairs to the basement, and the landlords feel the tenant should have his own insurance.

Analysis

The landlord was in agreement with almost all of the facts as presented by the tenant. The only point of dispute was whether the tenant should have some insurance for his contents. I asked the landlord during the hearing if there were any plans in the future to mitigate this problem and his response was "the landlord has no interest in making any repairs due to it being fiscally impossible". Based on the testimony of both parties, I find that the tenant is entitled to compensation. The landlord was made aware of the problem after the first incident but never made any attempts to correct this issue. The landlord has wilfully and knowingly ignored the problem and as a result I find in favour of the tenant.

The tenant has satisfied me that they are entitled to \$1200.00 as compensation. The tenant is also entitled to recovery of the \$50.00 filing fee. The tenant is entitled to a total monetary claim of \$1250.00.

I order that the tenant's rent payable for the months of October 2011 and November 2011 be reduced by \$625.00 for each month with an amount payable of \$675.00 for each of those months.

Conclusion

The tenant has been successful in their application.

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: September 20, 2011.

Residential Tenancy Branch