



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and an order to reduce rent for repairs.

The hearing was conducted via teleconference and was attended by the tenant only. The landlord did not attend.

The tenant provided documentary confirmation that she served the landlord with the documents required for notification of this hearing via registered mail. The documents confirm the landlord's agent accept service of the registered mail. I find the landlord has been served sufficiently for the purposes of this hearing.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for loss of use of a portion of her rental unit and for an order to reduce rent until such time that repairs are completed, pursuant to Sections 32, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant testified the tenancy began in November 2009 as a 6 month fixed term tenancy that converted to a month to month tenancy on May 1, 2010 for a current monthly rent of \$1,100.00 due on the 1st of the month and a security deposit of \$550.00 was paid.

The tenant testified in mid June the ceiling in her bathroom was leaking water after reporting to the landlord and several visits from an agent to repair the plumbing the tenant was informed that the remaining problem was that the tenants in the rental unit above this tenant were not using a proper shower curtain and that the landlord was dealing with that issue.

To date, according to the tenant, the leaking still occurs but the tenant testified that she was told by the landlord that the upper tenants have been evicted and will be vacating the rental unit on October 31, 2011. The tenant is convinced the problem will be solved and the remaining repairs can be completed within the first couple of weeks in November 2011.

The tenant states that while she was able to use the bathroom during this period, she had not been able to keep the area clean and sanitary and has therefore suffered a loss to the value of her tenancy. The tenant seeks compensation and a rent reduction in the amount of 25% of the monthly rent (\$275.00) per month for the period from mid June to mid November.

Analysis

Section 32 of the *Act* requires a landlord 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 for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I accept the tenant's undisputed testimony that the landlord has failed to stop leaking in this tenant's bathroom since mid June 30, 2011 and I find the landlord has failed to comply with Section 32 and as a result the tenant has suffered a loss in the value of her tenancy.

While the tenant seeks compensation in the amount of \$275.00 per month, as per her testimony she is able to utilize all of the bathroom fixtures but that it has been less than sanitary for the duration and as such, I find the amount suggested by the tenant is not warranted. However, I do find a reasonable amount of compensation to be \$100.00 per month.

I find the tenant is entitled to this compensation for the period of June 15, 2011 to November 15, 2011 for a total of \$500.00.

Conclusion

For the reasons noted above, I grant the tenant a monetary order in the amount of **\$500.00**. This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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*.

Dated: October 27, 2011.

Residential Tenancy Branch