



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR. OLC, RR

Introduction

This was the hearing of an application by the tenant for a monetary order, an order that the landlord comply with the *Residential Tenancy Act* and for an order permitting the tenant to reduce the rent. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?
Should the landlord be ordered to comply with the Act?
Is there a basis to grant a rent reduction?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Abbotsford. The tenancy began in 2009. There is no written tenancy agreement. Monthly rent is \$600.00.

On July 14, 2011 a water line ruptured and flooded portions of the rental unit. The tenant contacted the landlord. He shut off the water supply valve. According to the tenant he has construction and plumbing expertise and the landlord instructed him to make repairs. The tenant purchased plumbing supplies and carried out repairs to stop the leak.

The tenant performed some clean up. He said that he requested that the landlord contact his insurance company and the landlord asked the tenant whether he could perform the repairs to the rental unit.

The tenant claimed the following amounts:

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|-------------------------|----------|
| • Repairs to water line | \$200.00 |
| • Wet vacuuming | \$140.00 |

• Moving tenant property	\$1,400.00
• Moving moisture susceptible items	\$210.00
• Lodging @ 100/day	\$1,600.00
• Cleaning clothes	\$500.00
• Damage to property	\$2,150.00
• Upholstery cleaning	\$200.00

The tenant submitted receipts for purchase of plumbing supplies in the total amount of \$35.94. He claimed \$200.00 for his labour to perform the repair.

The tenant submitted some invoices for storage charges that he incurred to store his belongings. He claimed for cleaning costs and damage to furniture and beds. The tenant did not submit any invoices for his claims for cleaning or damaged goods. The tenant claimed \$100.00 per day for accommodation from and after July 14th. He did not provide any receipts for lodging expenses.

The landlord testified that the tenant made it difficult for his insurer to get in to inspect the rental property and to arrange for repairs. He testified that he paid the tenant \$300.00 on August 7th to fully move out and to end the tenancy. The tenant did not pay rent for August.

Analysis and conclusion

The tenant has not submitted any evidence to show that the water leak and flood in the rental unit was due to the landlord's negligence, neglect or want of care. The landlord is not the tenant's insurer. It is up to the tenant to insure his possessions against damage and loss caused by events such as the leak and flooding that took place. I deny the tenant's claims for damage to property and cleaning and as well to claimed storage costs. The tenant is entitled to be compensated for work that he performed at the landlord's request, work that also constituted an emergency repair. I allow the tenant's claim for labour and materials to repair the leaking pipe in the total amount of \$235.94. The tenant performed some cleanup work that was properly the responsibility of the landlord. I award the tenant \$140.00 for his work wet vacuuming the rental unit. The tenant is also entitled to an award for loss of quiet enjoyment. His tenancy had no value for the second half of July and he was put to trouble and expense because of the flood; because of the trouble that the tenant was put to I find that the tenancy had negative value for that period because of the work and expense that the tenant was put to as a consequence of the flood. I award the tenant the sum of \$500.00 for loss of quiet enjoyment for July. The tenant paid no rent for August and he received \$300.00

compensation from the landlord to finally move. I therefore make no award for loss of quiet enjoyment for August.

Because the tenancy has ended there is no basis for directing that the landlord comply with the *Residential Tenancy Act* and in absence of a continuing tenancy there is also no basis to order a rent reduction; these claims are denied.

The total of the amounts awarded to the tenant is \$875.94. Save as expressly granted herein all other claims made by the tenant in this application are dismissed without leave to reapply.

I grant the tenant a monetary order under section 67 in the amount of \$875.94. This order may be registered 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*.

Dated: October 03, 2011.

Residential Tenancy Branch