



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only.

The tenant testified she served the landlord with the notice of hearing documents and her Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 14, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5th day after it was mailed.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to compensation for damage or loss, pursuant to Sections 32, 67, and 72 of the *Act*.

Background and Evidence

The tenant testified the tenancy began on March 1, 2011 as a month to month tenancy with a monthly rent of \$450.00 due on the 1st of each month with a security deposit of \$225.00 paid.

The tenant testified that she lost all hot water in her unit on or before February 15, 2012; that she reported the problem to the onsite building manager; and that the landlord failed to repair the hot water until March 13, 2012.

The tenant noted that this was an extreme inconvenience to her in that she has a medical problem that requires frequent showering and she had to boil water a couple of times a day for a couple of hours each time to meet her daily needs while the hot water was not working.

The tenant sought compensation in the amount of \$15.00 per day for the entire period she was without hot water from February 15, 2012 to March 13, 2012. The tenant used this figure as it is the per diem rate of the rent she pays.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 32 of the *Act* requires a landlord to provide and maintain a rental unit in a state of decoration and repair that complies with health, safety and housing standards required by law and having regard to the age, character and location of the rental unit makes it suitable for occupation by a tenant.

I find, based on the tenant's undisputed testimony, that the landlord has failed to comply with Section 32 for a period of nearly one month for an essential service in the tenancy and as such, I accept the tenant has suffered a loss in the value of her tenancy for the period between February 15, 2012 and March 13, 2012.

I find, however, the tenant's valuation of \$15.00 per day would be reasonable compensation only if the tenant had been unable to use the entire unit for this period. As the only restriction was the loss of hot water I find a more reasonable amount of compensation would be the equivalent of ½ month's rent or \$225.00.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$225.00** for compensation for the loss of value of the tenancy. I order the tenant may deduct from her next rent payment, in satisfaction of this claim, in accordance with Section 72(2)(a).

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: March 28, 2012.

Residential Tenancy Branch