



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This matter dealt with an application by the Tenant for a monetary compensation for loss or damage under the Act, regulations or tenancy agreement.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail and the Landlord said she received it on March 6, 2012. Based on the evidence of the Tenant and the Landlord, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call the Landlord said the application that was included in the Tenant’s hearing package was not completed. The Landlord said she did have additional information from the Tenant that told her the Tenant was asking for ½ a month’s rent as compensation for the inconveniences caused to him by the plumbing upgrade and repairs in the building. The Landlord said she wanted to continue with the hearing so that they could deal with this matter today. The Tenant said his original claim was for ½ a month’s rent then he increased it to a full month’s rent in an amended application and now he would like to change his claim back to ½ a month’s rent so that this matter can be completed today. Both parties agreed the Tenant is applying for ½ a month’s rent in the amount of \$542.50.00. This represents one month’s rent of \$1,085.00 divided by 2 = \$542.50.

Issues(s) to be Decided

1. Are there losses or damages to the Tenant and if so how much?
2. Is the Tenant entitled to compensation for the loss or damage and if so how much?

Background and Evidence

This tenancy started on February 15, 2011 as a fixed term tenancy with an expiry date of the end of February, 2012. Rent is \$1,085.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$522.50 on February 1, 2011.

The Tenant said the Landlord did some extensive plumbing repairs to the rental complex and his unit and as a result the Tenant had 3 floods in his rental unit and loss the use of his full bathroom for 2 weeks. The floods occurred in the kitchen October 29, 2011, in the bathroom October 30, 2011 and in the kitchen on November 3, 2011. The Tenant continued to say his bathroom was only partially operational during 2 weeks of November and for 3 days of November there was no wall in the bathroom between his unit and the neighbouring rental unit. The Tenant provided photographic events to illustrate the extent of the repairs. Tenant continued said the repairs were of a very considerable nature and not a minor inconvenience that the Landlord indicated the repairs would be.

The Landlord said they advised all the tenants in the building there would be repairs to the plumbing of the building and the Landlord had a meeting open to all the tenants in the rental complex to explain the repairs and to give the Tenants a schedule of how the repairs would be happening. The Landlord said the repairs would only be a minor inconvenience to the tenants. The Landlord continued to say some landlords evict all the tenants and then do the repairs and then renting the units again at a higher rent after the repairs are completed. The Landlord said they tried to minimize the inconvenience to all the tenants when they did the plumbing upgrade and repair.

The Landlord continued to say she was not managing this building at the time of the repairs and did not know that there was no wall in the Tenant's bathroom for three days in November as a result of the plumbing upgrade.

The Landlord said the repairs in the Tenant's unit only took 50 hours over 21 days therefore she believes it was only a minor inconvenience and the Landlord is not liable under the Act. The Landlord said she does not believe the Landlord is responsible to pay compensation to the Tenant for the disruption of his tenancy due to the repair work.

The Tenant said the repairs were of a major nature as shown by walls being removed and floods occurring in his rental unit. The Tenant said he should be compensated for ½ a month's rent when he did not have the full use of his bathroom.

Analysis

Both the Landlord and the Tenant agree that plumbing repairs were done in the rental complex and in the Tenant unit in November, 2011. The Tenant is saying the repairs were substantial enough that they caused him loss of quiet enjoyment and the use of part of his rental unit. The Landlord said the repairs were of a less extensive nature and did not overly inconvenience the Tenant; therefore he does not have a claim against the Landlord for loss of enjoyment or loss use of part of his rental unit while the repairs were completed.

I accept the Tenant's photographic evidence and testimony that walls and ceilings were taken down during the plumbing upgrade as proof that the repairs were of a more major

nature than the Landlord has said. As well the Landlord has an obligation to advise and make arrangements with any tenants when walls between units are taken down. The Landlord did not do this and as a result I find the Landlord is responsible for the Tenant's loss of quite enjoyment and partial use of his rental unit during the plumbing upgrade and repair.

Consequently I find the Tenant has established grounds to prove a loss of quite enjoyment and a loss of use of part of his rental unit because the Landlord was completing significant repairs to the rental complex. I award the Tenant \$452.50 which represents $\frac{1}{2}$ a month's rent and I order the Tenant to reduce his next rent payment by \$452.50 as full compensation for the loss he suffered due to the Landlord's handling of the plumbing upgrade and repairs.

Conclusion

I order the Tenant to reduce one of his rent payments by \$452.50 as full compensation as a result of his application dated February 27, 2012.

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*.

Residential Tenancy Branch