



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR and FF

Introduction

This hearing was convened on the tenant's application of May 1, 2012 seeking compensation for loss of use of facilities as a result of water intrusion into the rental unit.

Issue(s) to be Decided

Is the tenant entitled to compensation and if so, in what form and amount.

Background and Evidence

This tenancy began on September 1, 2011. Rent is \$2,000 per month and the landlord holds a security deposit of \$1,000. As a matter of note, this is a co-tenancy with three tenants, although the application was made by only one on behalf of all.

During the hearing, the landlord and tenant concurred that the rental unit had suffered a water intrusion from the rental unit above in late March of 2012. As a result, the tenant stated that the tenants had three heavy fans running 24-hours a day for 12 days, and the added and ongoing disruption of drywall removal and other repairs. He stated that, as that his sleeping area was in the living room, he had been forced to stay elsewhere for much of April, although his roommates were able to remain for most of the month.

The attending tenant stated that the tenants had withheld \$1,200 of the rent for April and \$1,000 of the rent for May 2012. The landlord stated that he had agreed to a one-half month discount for April and had not agreed to a discount for May.

The landlord stated that, at the time of the hearing, most of the restoration had been completed excepted for sanding of the drywall and painting.

The tenant had submitted documentary evidence on a flash drive but I was unable to access it due to network security rules.

Analysis

I find that the landlord's offer to reduce the rent by \$1,000 for April was fair compensation for the degree of devaluation of the tenancy for the month. As work was continuing to a lesser degree of disruption and nearing completion at the time of the hearing on May 24, 2012, I find that the tenants are entitled to a one third rent reduction for the month.

As the tenants paid only \$800 for April and are allowed only \$1,000 discount, I find a rent arrears of \$200 for the month. As the tenants paid \$1,000 for May 2012, and as I find that they owed two-thirds of the rent, \$1,333.20 I find a rent arrears of \$333.20 for the month.

Thus I find that the tenants, having withheld \$533.20 more than that the granted discounts, now owe that amount to the landlord. If the account is not satisfied forthwith, the landlord is in a position to issue a 10-day Notice to End Tenancy for unpaid rent.

Conclusion

The tenants are granted a 50 per cent rent reduction for April 2012 and a 33.3 percent reduction for May 2012, leaving a current rent arrears of \$533.20.

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: May 24, 2012.

Residential Tenancy Branch