



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF, O

Introduction

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

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

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss; to reduce rent until repairs are complete and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 33, 62, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on June 1, 2011 as a 1 year fixed term tenancy that converted to a month to month tenancy on June 1, 2012 with a monthly rent of \$1,400.00 due on the 1st of each month with a security deposit of \$700.00 paid.

The tenant testified that on March 18, 2012 she came home on her lunch break and found the unit had been flooded; she attempted to contact the landlord who was unavailable by cell phone and email until later that evening; she contacted three plumbers who would not attend unless the landlord was there; and ultimately she found an emergency contact notice in the lobby who she contacted and they arranged for a plumber to attend.

The tenant testified that the next day the restoration service providers attended and set up two de-humidifiers that were to run as much as possible for a two week period. The tenant acknowledges that she was told that she could turn them off to sleep but for the most part she tried to leave them on as much as possible.

The tenant further stated that there were no issues for the months of April and May but in June the kitchen sink and dishwasher were disconnected because the cabinetry needed replacement.

The tenant seeks compensation in the form returned rent for the equivalent of 3 weeks for the period of time the dehumidifiers were operating and for the time the kitchen was not useable. The tenant also seeks compensation for the replacement of her towels that she used to soak up water at the start of the flood.

The landlord submitted, in her written statement, that she had offered the tenant the replacement cost of the towels in the amount of \$195.90 and loss of use in the following amounts: reduction of 20% of rent for the 2 week period of the dehumidifiers and reduction of 25% of rent for the 7 day period that the kitchen was without water for a total amount for loss of use of \$205.48.

Analysis

From the testimony of both parties and the landlord's written submission I accept the landlord has agreed to reimburse the tenant for the replacement cost of her towels in the amount of \$195.90.

In relation to the tenant's claim for the full amount of rent for a period of 3 weeks, I find that even though the tenant was inconvenienced during this period she was not restricted from full use of the rental unit.

That is to say that she was still able to use and occupy the rental unit, at least to some degree. For example, during the two week period with the dehumidifiers the tenant was not precluded from making meals; eating and sleeping in the rental unit and during the 1 week period when the cabinets and sink were being replaced she could still sleep and use her living areas in normal ways. During both periods there were no restrictions from using bathroom facilities.

For this reason, I find a refund of the full amount of rent is not warranted however, I do accept the landlord's position in relation to the impact on the rental unit for not having a kitchen sink to be valued at a reduction of 25% for that one week period or \$87.50. In relation to the landlord's position of a 20% reduction for dehumidification, I find the landlord has undervalued the impact of the noise intrusion caused by the dehumidifiers and find the devaluation of rent for the two week period to be 50% or \$350.00 as the noise would be throughout the rental unit despite where the units were located.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$683.40** comprised of \$195.90 replacement costs of towels; \$350.00 compensation for dehumidification noise; \$87.50 compensation during kitchen repairs and the \$50.00 fee paid by the tenant for this application.

I order the tenant may deduct this amount from her next rent payment, in accordance with Section 72(2)(a) in satisfaction of this claim.

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: June 13, 2012.

Residential Tenancy Branch