



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, RP, RR, OLC, FF

Introduction

This hearing was convened in response to an application filed by the tenant on August 07, 2012 seeking Orders under the Residential Tenancy Act (the Act) as follows:

- A Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement - reduction in value of tenancy (\$500) - Section 67
- An Order for the landlord to make repairs to the unit – Section 62
- Allowing the tenant to reduce rent for repairs made by the tenant, services or facilities agreed upon but not provided.
- For the landlord to comply with the Act.
- To recover the filing fee from the landlord for this application (\$50) – Section 72

The tenant provided evidence of a registered mail receipt with the registered mail tracking information. I accept the tenant's evidence that despite the landlord having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the landlord did not participate in the conference call hearing. I further accept that the applicant forwarded a quantum of evidence to the landlord by registered mail, and that same were provided to this hearing within the rules for submission of evidence. This hearing does not have benefit of any evidentiary inclusions by the landlord.

The tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Should the landlord be ordered to make repairs to the unit?

Is the tenant entitled to the monetary amounts claimed?

Should the landlord be ordered to comply with the Act?

Is the tenant entitled to reduce rent for repairs made by the tenant, or for the non-provision of services or facilities agreed upon but not provided?

The burden of proving claims of loss rests on the claimant.

Background and Evidence

The tenancy started July 01, 2012. The rent payable is \$900 per month. The rental unit consists of a living area inclusive of one bedroom in the total of, “roughly 680 square feet”. The rent is reportedly current.

The tenant testified that there has not been communication between the parties since the tenant filed for dispute resolution.

The tenant testified that several weeks into the tenancy they noted a water ingress problem in their bedroom which manifested as presence of water under the carpeted area, as well as an odour. The tenant contacted the caretaker on July 23, 2012 and they responded immediately with an industrial fan for drying the bedroom area. The tenant testified they were displaced from their bedroom on this date. Action by the landlord soon after resulted in a repair crew dealing with the remedial process for the water ingress issue – beginning outside of the unit and later progressing within the rental unit bedroom. The tenant claims that from the outset of the problem they did not have use of their bedroom and the resulting disruption and displacement of furniture within the rental unit caused the tenant stress, inconvenience and a degree of frustration. The tenant also submitted that they also vacated the rental unit for a week in the process to attempt a more calming living arrangement given that they work from home, and allow the repairs to proceed unimpeded, but to no avail. None the less, the tenant’s testimony confirms that the necessary repairs were completed; and the rental unit placed back to normal, on August 10, 2012. As a result, the tenant seeks compensation for loss in the amount of \$500.00 claiming a reduction in the value of the tenancy for the 19 days they were displaced and inconvenienced as a result of the water ingress problem and the resulting time for the required repairs. In addition to their testimony and document submissions, the tenant provides a series of photographs in support of their claim – which depict the water problem and the resulting displacement of furniture from the bedroom into the remaining, reportedly small, area.

Analysis

On preponderance of the evidence and on the balance of probabilities, I have arrived at the following findings.

I find that the tenant’s evidence, on it’s own and undisputed, supports that the rental unit encountered a problem necessitating repairs to the unit, and that despite the landlord’s quick response, the tenant incurred a loss of use of a portion of the rental unit and that this loss further impacted on the tenant’s overall quiet enjoyment and use of the remaining area of the rental unit. As a result, I accept the tenant’s argument that within the months of July and August 2012 they did not receive the full use of the rental unit or full value for the rent paid in full. I find it appropriate that the tenant is owed compensation equal to a reduction in the value of the tenancy. I find the tenant’s claim for \$500.00 in compensation is not an extravagant amount given the circumstances. I find it appropriate that the tenant be compensated in the amount of **\$500.00** for a loss of

use and a reduction in the value of the tenancy for the period of July 23 to August 10, 2012, and I so Order.

I do not find it necessary to order the landlord to make repairs to the unit, nor for the landlord to comply with the Act. I further find that in this matter the tenant's application for a reduction in rent for repairs made by the tenant or for a lack of services or facilities agreed upon but not provided, does not apply. Therefore the balance of the tenant's claims are **dismissed** without leave to reapply.

As the tenant was partly successful in their application, they are entitled to recovery of the filing fee of **\$50** resulting in the tenant's total entitlement in the sum of **\$550.00**.

Conclusion

I have granted the tenant compensation for loss of use and recovery of the filing fee in the sum of \$550.00. **I Order** that the tenant may deduct the amount of **\$550.00** from a future rent.

The balance of the tenant's claims are dismissed.

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: September 06, 2012

Residential Tenancy Branch