



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, RR

### Introduction

This hearing dealt with an application by the tenants seeking a monetary order of compensation for loss or damage suffered under the Act, the Regulations or the tenancy agreement and an order allowing the tenants to a rent reduction. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to a monetary order?

Is the tenant entitled to an order allowing a rent reduction?

### Background and Evidence

The tenancy began on or about November 1, 2011. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$600.00 and a pet deposit in the amount of \$600.00.

The tenants gave the following testimony; on October 15, 2012 the tenants woke up to find that a water line had ruptured, the tenants were walking through puddles on the floor, the tenants contacted the landlord immediately, the landlord attended that day and began to address the issue, the majority of the water damage occurred in the subject tenants daughters room, they moved as many items out of the water soaked areas, when the tenant's paid rent at the end of the month the landlord reimbursed the tenants with \$600.00, the landlord advised that further compensation may be given at the conclusion of all repairs, the work was completed on December 10, 2012, the tenants feel that there was an understanding and agreement that a further \$600.00 rebate was

to be given at the end of November 2012, the tenants felt like they lived through a nightmarish situation with the unit being so cramped from having to move items from their child's bedroom into other areas of the suite while work was being conducted and seek to be compensated, and hope that their tenancy will continue with the landlord as they enjoy living at the home and appreciate the very good relationship they had up until October 15, 2012.

The landlord gave the following testimony; discovered the city supply line that serviced her property had ruptured, the landlord contacted the insurance company and restoration company immediately, provided; 11 storage bins, 4 wardrobe closets and the use of the garage as storage to the tenants, helped the tenants move some of the tenants items to the garage and later moved some back into the unit at the request of the tenants, offered \$600.00 as a good faith gesture to the tenants and was open to further compensation "once this mess was behind us", adamantly disputes the tenants assertion that there was an understanding or agreement in place, if an agreement was to have been in place the landlord would have put it in writing, feels that she had done everything possible to keep the tenants happy, the work was completed on December 7, 2012, like the tenants she is remorseful at having to seek arbitration as she wishes to remain on good terms with the tenants and hopes the tenancy will be able to endure this matter.

### Analysis

The parties essentially agree to most of the facts in this case. They vary slightly on the date in which the repairs were completed. The primary issue is that of compensation. The tenants feel they are entitled to another rebate of \$600.00. The landlord feels she has already given fair compensation and that she has done everything reasonably possible to mitigate, minimize and remediate the situation.

As the tenant's are the sole applicant's in this matter I will address their claim as follows;

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The tenants did not suffer any “out of pocket expense” nor did they suffer any property damage. I fully accept the tenants were inconvenienced by this, however the landlord offered 11 storage bins, 4 wardrobe closets, and the use of the garage for extra storage and has already given the tenants a \$600.00 rebate.

The tenant's felt the understanding and agreement was for \$600.00 per month and feel that since the work took almost two months to complete they are entitled to another \$600.00.

The landlord was clear and consistent in her written submissions as well as her testimony that the \$600.00 reimbursement was a sign of good faith and that there was no other agreement in place. She agrees the tenant's were inconvenienced by this but they did not suffer any financial loss. The landlord was willing to negotiate an amount for further compensation with the tenants however she felt that the tenants were seeking an unfair amount and that she took all reasonable steps to minimize the impact on the tenants.

Based on all of the documentary evidence and the testimony of both parties I find that the landlord acted reasonably and in accordance with the Act to minimize and mitigate

loss or damage to her property and that of the tenants and that the tenants are not entitled to any further compensation nor are they entitled to a rent reduction.

As the tenants have not been successful in their application they must bear the cost of the filing fee.

### Conclusion

The tenant's application is dismissed in its entirety.

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: January 22, 2013

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Residential Tenancy Branch

