



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Waskahikan Management Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with the tenants' application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for damage or losses under the *Act*, regulation or tenancy agreement. Both parties were represented at this hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The female landlord confirmed that both landlords received a copy of the tenants' dispute resolution hearing package sent by the tenants (or their advocate) by registered mail on March 22, 2013. I am satisfied that the landlords were served with a copy of this package in accordance with the *Act*.

The tenants' advocate (the advocate) confirmed that the tenants received copies of the landlord's written evidence. The landlord testified that she received limited written evidence from the tenants and did not receive any photographic evidence. The advocate said that the photographs provided to the Residential Tenancy Branch (the RTB) were a "late entry" into the tenants' evidence. She said that these photographs were not sent to the landlords. As I can only consider evidence exchanged between the parties, I have not taken into account the tenants' photographic evidence.

The female landlord (the landlord) testified that the Society named as the other respondent/landlord in the tenants' application terminated its operations on May 31, 2013. She entered written evidence confirming this situation. As the landlord no longer had access to the Society's records, she advised that her ability to provide detailed evidence was somewhat compromised.

### Issues(s) to be Decided

Are the tenants entitled to a monetary award for damages or losses arising out of this tenancy?

### Background and Evidence

This periodic tenancy commenced on August 1, 2012. Monthly rent was set at \$600.00, payable in advance on the first of each month.

The female landlord (the landlord) testified that she posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenants' door on January 9, 2013. She said that the tenants vacated the rental premises early in March 2013, after the landlords obtained an Order of Possession that was to take effect on February 28, 2013.

The tenants applied for a monetary award of \$2,400.00 to compensate them for the landlords' failure to provide them with a clean and safe source of drinking water during this tenancy. In the Details of the Dispute section of their application for dispute resolution, the tenants described their application in the following terms.

*We had to drink "black" water after asking our landlord to change the water filter. This water caused us some health issues and we are seeking compensation for damages and health loss.*

In their written evidence, they maintained that the landlords did not address their concerns in a timely fashion resulting in the tenants and their eight young children having to drink water that made them ill. They stated that the water was black, slimy and had a foul odour. They claimed that the water quality remained deficient, even after the male landlord replaced the water filter with an extra one supplied by the landlords. In their written evidence, the tenants maintained that their children regained their appetites after the tenants resorted to buying drinking water.

The tenants supplied no written evidence to support their claim that their health and the health of their family was affected by the landlords' failure to provide them with a healthy water supply. The advocate testified that the tenants visited a walk-in clinic to see health care professionals who were concerned that some of the tenants' family may be experiencing kidney problems. She testified that the tenants first called the landlords on December 11, 2012 and that the work to replace the water filters was not completed until January 2, 2013.

The landlord confirmed that the tenants called the landlords on December 11, 2012 with a complaint about smelly water in their rental unit. She provided sworn testimony supported by written evidence in the form of a work order that she ordered new water filters for the tenants on December 11, 2012. She also supplied written evidence of a December 12, 2012 purchase of water filters. She said that she understood that the contractor hired to replace the water filters attended the rental unit on December 12, 2012 to replace these filters and conduct some patching and painting work also

requested by the tenants. She said that she attended the rental unit herself on December 18, 2012, and confirmed at that time that the work on the water filter had been completed. She said that she made a special point of doing this before she went on holidays. She said that two backup water filters were also left with the tenants by the contractor. She said that these filters are supposed to be changed every six months. When the tenants vacated the premises early in March 2013, both of the backup water filters left by the landlords' contractor were still in their packages and had not been used. The landlord explained that the January 2, 2013 date of the invoice from the contractor resulted from the contractor's delay in preparing the invoice for work he completed in December 2012, prior to his vacation over the winter holidays.

The landlord testified that the Society had the tenants' well testified in 2010. At that time, the water quality was found to be acceptable. However, as the testing showed that there was more than the usual amount of sand in the tenants' water supply, the landlords agreed to install a water filter system to make the water more visually pleasing.

#### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I can also issue a monetary Order if a tenant can demonstrate that there has been a loss in the value of the tenancy as a result of services and facilities that the landlord committed to provide as part of the tenancy agreement but failed to provide.

Based on the written evidence and sworn testimony of those attending this hearing, I find that the landlord provided the best evidence regarding the timing of the landlords' handling of the tenants' complaint about water quality. She supplied work orders, invoices and receipts to support her sworn testimony. The tenants provided no such documentation of the time frames, nor did they provide direct sworn testimony themselves. The tenants did not provide any records from a health care professional confirming their claim that their family suffered health problems resulting from the quality of the water they were supplied by the landlords. Based on a balance of probabilities, I find that the landlords have demonstrated that they attended to the tenants' complaint about water quality promptly after receiving the tenants' complaint and took action to

order and install the water filters very quickly. Based on the evidence before me, I dismiss the tenants' claim that the landlords failed to address the tenants' complaints about water quality in a prompt fashion and find that the tenants are not entitled to a monetary Order against the landlords.

Conclusion

I dismiss the tenants' application for a monetary Order without leave to reapply.

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, 2013

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Residential Tenancy Branch