



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COAST REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, RP

### Introduction

This hearing was scheduled to deal with a tenant's application for repair orders and for monetary compensation for damage or loss under the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Issue(s) to be Decided

1. Is it necessary to issue repair orders to the landlord?
2. Has the tenant established an entitlement to compensation for damage or loss under the Act, regulations or tenancy agreement?

### Background and Evidence

The tenancy commenced in February 2010 and the tenant is currently required to pay monthly rent of \$645.00. The residential property includes an older two storey building with six rental units and a common laundry area.

### **Repair orders**

#### *Sewer –*

Both parties agreed that a problem with blocked sewer pipes has since been resolved.

#### *Dryer --*

The tenant submitted that the dryer in the laundry room has been non-operational since April 2013.

The landlord acknowledged that the landlord became aware of the damaged dryer on April 23, 2013 and that the dryer has not yet been replaced. The landlord explained that

it has been difficult to find a replacement coin-operated dryer locally but that a replacement dryer is currently in shipment.

*Hot water --*

The tenant stated that hot water supply has been intermittent in the past few months including the weekend prior to the hearing when there was no hot water.

The landlord acknowledged that there have been issues with the hot water supply starting in April and that plumbers were called in to resolve the issue; however, the plumbers were initially unable to identify the problem as the system appeared to be heating the water sufficiently. Eventually, the landlord determined that the problem lay with a bathroom faucet that was leaking in a vacant unit. The landlord has since replaced the faucet although the landlord was uncertain as to the date.

The landlord stated that she had not received a complaint about a lack of hot water this past weekend prior to hearing the tenant's testimony.

**Monetary compensation**

The tenant is seeking compensation equivalent to two month's rent for loss of use of the toilet and plumbing system while the sewer lines were blocked. During such time the tenant used a bucket to go to the bathroom and could not shower or run water for several days. This claim for compensation also includes the loss of hot water over multiple weeks. In addition, the tenant is seeking compensation of \$60.00 for assisting the plumbers making repairs to the sewer lines.

The landlord provided the following time line of events related to the sewer:

- February 2, 2013 a report was made about blocked sewer lines. Plumbers attended property February 2 and 3 and the blockage was thought to be cleared.
- February 5, 2013 another report of sewage blockage was received and plumbers attended the property. The landlord brought in a porta-potty February 5 and it was removed February 6 when blockage was believed to be cleared.
- February 11, 2013 another report of a blockage was received. The problem was resolved by way of installing new sewer lines to the road which was completed on February 14, 2013.

Both parties provided consistent testimony that the landlord did not request the tenant provide assistance to the plumbers or agree to pay him for assisting the plumbers.

### Analysis

Upon consideration of everything presented to me I provide the following findings and reasons with respect to the tenant's application.

### **Repair Orders**

The only outstanding repair at the time of the hearing was the replacement of the dryer. I am satisfied that a replacement dryer is in shipment at the time of the hearing. I do not find it necessary to issue a repair order to the landlord as it is expected the landlord will have the dryer installed and working in the near future.

### **Monetary compensation**

Residential Tenancy Policy Guideline 16: *Claims in Damages* provides information with respect to claims and awards for damages (ie: monetary compensation). The policy guideline provides the following, in part, under the section entitled "Breach of Contract":

Where a landlord and tenant enter into a tenancy agreement, each is expected to perform his/her part of the bargain with the other party regardless of the circumstances. A tenant is expected to pay rent. A landlord is expected to provide the premises as agreed to. If the tenant does not pay all or part of the rent, the landlord is entitled to damages. If, on the other hand, the tenant is deprived of the use of all or part of the premises through no fault of his or her own, the tenant may be entitled to damages, even where there has been no negligence on the part of the landlord. Compensation would be in the form of an abatement of rent or a monetary award for the portion of the premises or property affected.

It was undeniable that the tenant suffered a loss of use of the premises when the sewer system was blocked for several days. The tenant stated the system was blocked for over 7 days in his application and in hearing from the parties I accept that the tenant did suffer a loss of use for 7 full days. I find that 7 days without plumbing is more than a temporary inconvenience and that a reasonable abatement to be 40% of the rent for the days of the loss in February 2013. Therefore, I award the tenant \$64.50 [\$645.00 x 7/28 days x 40%].

With respect to the lack of a constant hot water supply I find the amount of time the tenant went without to be less clear. The tenant submitted he went without hot water for several weeks but was unable to be more specific.

I note in the landlord's evidence there is an email from the landlord's plumber dated April 30, 2013. The plumber refers to attending the property as soon as called by the landlord, but does not specify the date. The plumber also notes that the bathroom tap that was causing the hot water supply to deplete was repaired, but does not specify the date.

The landlord testified that the plumber attended the property April 3, 2013. The tenant did not provide any evidence to refute this date. Therefore, based upon the evidence before me I conclude the hot water was intermittent between the dates of April 3, 2013 through April 30, 2013.

I am satisfied that a loss of hot water is a breach of contract that lasted more than a temporary period of time. Therefore, I find the tenant entitled to compensation for this loss.

As cold water may be heated up using a stove I find that it is still possible to wash and bath, although more inconvenient. Thus, I find an appropriate rent abatement to be 10% for the period of the loss and I award the tenant \$60.20 [ $\$645.00 \times 28/30 \text{ days} \times 10\%$ ].

I make no award for loss of hot water for the weekend immediately prior to the hearing as the tenant did not notify the landlord of the loss and provide the landlord an opportunity to address the problem. Therefore, I find the tenant did not sufficiently mitigate his loss.

I make no award for the tenant assisting the plumbers when the sewer line was blocked as the landlord did not request the tenant's assistance or make an agreement with the tenant to pay the tenant for his time. Rather, I find the tenant's contribution was likely voluntary or at the request of the plumbers.

In light of the above, the tenant has been awarded a total of \$124.70. The tenant is authorized to deduct this amount from rent otherwise payable to the landlord.

Conclusion

The tenant has been awarded compensation of \$124.70 which he is authorized to deduct from rent otherwise payable to the landlord.

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 26, 2013

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Residential Tenancy Branch