



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC RP RR FF

### Introduction

This hearing dealt with an application by the tenants for monetary compensation, an order for repairs and a reduction in rent. At the outset of the hearing the tenants withdrew the portions of their application regarding repairs and a reduction in rent. I therefore only addressed the portion of their claim regarding monetary compensation.

The two tenants and two agents for the landlord participated in the teleconference hearing. At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on August 1, 2010. The rental unit is an apartment in a multi-unit building. The tenancy agreement indicates that heat and hot water are included in the rent. Beginning on November 1, 2013, the tenants' monthly rent was \$1206, increased from \$1162.

### *Tenants' Claim*

The tenants have claimed monetary compensation of \$400 for 52 days without consistent hot water. The tenants stated that on October 15, 2013 they emailed the landlord to inform them that they had no hot water. The tenants stated that from that time until the end of November 2013, there was so little hot water that they had little or no heat, and not enough hot water to wash dishes or have a shower. The tenants were inconvenienced by having to schedule their lives around when hot water may have been available.

### *Landlord's Response*

The landlord submitted that the tenants' monetary claim was excessive. The landlord calculated that if the building was entirely without heat or hot water from October 4 to December 5, 2013, the equivalent gas bill would be \$148.94 for each suite. The landlord submitted that they responded to the tenants' complaints in a timely manner to replace the boiler.

### Analysis

I find that the tenants are entitled to their monetary claim in its entirety. I do not find that the landlord was negligent in addressing the issue. However, it is clear that the tenants not only suffered a lack of hot water and heat for the time period claimed; they also suffered a loss of quiet enjoyment for that time. I accept the tenants' submission that their tenancy was devalued by \$400 while there was a lack of hot water and heat in October and November 2013.

As the tenants' application was successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The tenants are entitled to a monetary award of \$450, which they may deduct from their next month's rent.

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: February 16, 2014

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Residential Tenancy Branch

