



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0757745 B.C. Ltd., 0750947 B.C. Ltd., 0955802 B.C. Ltd., and Perseopolise Contracting Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RR, O

Introduction

This hearing dealt with an application by the tenant for order granting him monetary compensation for damage or loss under the Act, regulation or tenancy agreement; and allowing him to reduce rent for repairs, services or facilities agreed upon but not provided.

The tenant named six respondents to this application. One is the hotel as named on the tenancy agreement as the landlord; one is an individual who has told the tenant that he is the new owner of the hotel; two are companies who have been identified by the local municipal bylaw administration office as having an ownership interest in the building; and two are companies that list the building as their registered office. The tenant testified that he served all six respondents by serving the manager of the hotel.

The *Residential Tenancy Act* defines “landlord”, inter alia, as the owner of the rental unit or the owner’s agent and their heirs, assigns, personal representatives and successors in title. Section 89 of the Act states that an application for dispute resolution may be served on a landlord by leaving a copy with an agent of the landlord.

Based on the evidence before me I find that all six respondents are landlords within the meaning of the legislation and that all six respondents were properly served when the documents were given to an agent of the landlords.

Issue(s) to be Decided

Is the tenant entitled to a monetary order and/or a rent reduction and, if so, in what amount?

Background and Evidence

This month-to-month tenancy started August 16, 2012. The monthly rent of \$425.00 is due on the first day of the month. There is a written tenancy agreement.

The rental unit is an unfurnished room in a SRO hotel. There is a sink in the room; shared toilet and shower facilities are located down the hall.

From the start of his tenancy the tenant has complained verbally and in writing, that he does not have hot water in his room and that there was not sufficient water pressure. After several months the tenant filed a complaint with the municipality. Six months later, on November 25, 2013, the municipality conducted an inspection. The inspection report notes that the taps in this unit need to be repaired and that this is not hot water.

On February 19, 2014, the tenant noticed that the shower head for the shower located on his floor was broken. He notified the landlord verbally and in writing of the problem.

On March 6, 2014, the tenant issued and served this application for dispute resolution. The hearing was set for April 17, 2014.

The water taps were replaced on March 6 and there has been good water pressure since then. The shower was repaired on March 15, 2014. On April 14 a repair person solved the lack of hot water. He told the tenant that he tracked the plumbing from the sink to a hot water heater that had been turned down. The repair person turned up the thermostat on the hot water heater and there has been hot water in the tenant's room ever since.

Analysis

Section 33(1) states that a landlord must provide and maintain residential property in a state of decoration and repair that:

- complies with the health, safety and housing standards required by law; and,
- having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 65 allows an arbitrator, who finds that a landlord has not complied with the Act, regulation or tenancy agreement, to order that past or future rent be reduced by an amount that is equivalent to a reduction in the value of the tenancy agreement.

The tenant claims \$75.00/month as the reduction in value of the tenancy because of the lack of hot water from August 16, 2012 to April 16, 2014, for a total of \$1500.00 (20 months X \$75.00). I find this a reasonable claim and I allow it in full.

The tenant claims \$5.00/day for the days that the shower was not working. I find that this is very modest estimate of the reduction in value of the tenancy agreement. I award the tenant the sum of \$125.00 (25 days X \$5.00/day) for this item.

In total, I award the tenant \$1625.00.

Section 72(2) provides that if an arbitrator order a party to a dispute resolution proceeding to pay any amount to the other party the amount may be deducted:

- in the case of payment from a landlord to a tenant, from any rent due to the landlord, and
- in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Accordingly I order that the tenant may deduct the sum of \$425.00 from the next three rent payments that become due after receipt of this decision as they become due and \$350.00 from the fourth rent payment as it becomes due in total satisfaction of this claim. I am also providing the tenant with a monetary order in this amount. If the tenancy should end for any reason before the full amount has been collected in the above manner, the tenant may file the monetary order with the Small Claims Court and enforce it as an order of that court.

Conclusion

A monetary order has been made in favour of the tenant.

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: April 25, 2014

Residential Tenancy Branch

