



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding West Hotel / 0750947 BC Ltd. / 0955802 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNDC

### Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is a room located within a single room occupancy hotel. There is a sink in the room, however, bathroom facilities are shared and are located elsewhere in the hotel.

There is no written tenancy agreement in evidence for this tenancy which began approximately 2 years ago. Monthly rent of \$425.00 is due and payable in advance on the first day of each month.

By way of his agent, the tenant claims that throughout the entire term of his tenancy, there has been no hot water in his unit. There is no documentary evidence to support the tenant's claim that this matter was at least orally brought to the landlord's attention. However, in 2013 the matter was taken to the attention of the local government authority (City of Vancouver) and, in the result, by letter dated December 03, 2013, the landlord was informed of "various Standards of Maintenance By-law deficiencies" in the building. A checklist of the deficiencies was provided to the landlord and the landlord was instructed to correct the deficiencies within 30 days. Specific checklist commentary in regard to the subject unit includes circling of the words "sink," "taps," and "repair." Further notations read as follows: H/W Low Pressure.

Following the absence of any correction to the above deficiencies, the tenant filed his application for dispute resolution on May 09, 2014. During the hearing the landlord's agent was unable to confirm that the subject deficiencies had yet been corrected.

### Analysis

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, and provides in part as follows:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant

(5) A landlord's obligations under subsection (1)(a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

The attention of the parties is also drawn to section 27 of the Act which addresses **Terminating or restricting services or facilities**, and Residential Tenancy Policy Guideline # 22 which speaks to "Termination or Restriction of a Service or Facility."

Based on the documentary evidence and testimony, I find that the landlord was informed of plumbing / hot water deficiencies in the unit by letter from the local government authority dated December 03, 2013. I further find that the deficiencies have not thus far been corrected. In the result, I find that the tenant has established entitlement to compensation from what I find is the diminished value of the tenancy.

The tenant seeks compensation in the amount of \$75.00 per month beginning from December 03, 2013 when the local government authority instructed the landlord to correct the deficiencies, and continuing until such time as the deficiencies have indeed been corrected. On balance, I find that the tenant has established a claim of **\$675.00**, which is calculated on the basis of \$75.00 per month for the 9 month period beginning January 01 and ending September 30, 2014. The tenant has the option of filing a new application in the event that the deficiencies are not corrected by October 01, 2014.

Section 65 of the Act addresses **Director's orders: breach of Act, regulations or tenancy agreement**, in part:

65 (1) Without limiting the general authority in section 62(3) [*director's authority respecting dispute resolution proceedings*], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

(f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement;

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72 (2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(a) in the case of payment from a landlord to a tenant, from any rent due to the landlord, and...

Following from all of the above, I order that the tenant may recover the entitlement of **\$675.00** by way of withholding payment from future rent as follows:

**\$425.00** from rent due on October 01, 2014

**\$250.00** from rent due on November 01, 2014

### Conclusion

The tenant is ordered that he may withhold **\$675.00** from payment of future 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: September 11, 2014

---

Residential Tenancy Branch

