



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP MNDC

### Introduction

This hearing was convened pursuant to the tenants' application for an order for repairs and monetary compensation. The tenants and the landlord participated in the teleconference hearing.

At the outset of the hearing the tenants confirmed that the tenancy ended; I therefore dismissed the portion of the tenants' application regarding an order for repairs.

The landlord confirmed that she received the tenants' application. Neither party submitted additional evidence before the hearing. Both parties were given full opportunity to give testimony and respond to the other party. I have reviewed all testimony. 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 tenants paid a monthly rent of \$1000 and claimed compensation of \$500 for being without sufficient hot water for two to three weeks in June 2014. The parties agreed that on June 16, 2014 the tenants contacted the landlord to notify her that their hot water was running out after five to ten minutes. A new hot water tank was installed on July 8, 2014.

### *Tenants' Claim*

The tenants first stated that they only had five to ten minutes of hot water at a time; later in the hearing the tenants stated that they were “lucky to get five minutes [of hot water] out of it.” The tenants stated that they kept calling the landlord but the landlord did not deal with the issue in a reasonable time.

### *Landlord's Reply*

The landlord stated that there was no neglect on their part because she immediately made the issue a priority. The landlord stated that two days after the tenants contacted her she ordered a new hot water tank. The landlord stated that she confirmed with the tenants the whole time that they had hot water. The landlord stated that at least part of the delay was the fault of the tenants because they would not let the landlord make an appointment with the plumber to install the new hot water tank on June 30, 2014.

### Analysis

I accept the landlord's statement that she was not neglectful and she dealt with the problem as soon as possible. I also accept the landlord's statement that the issue could have been resolved by June 30, 2014.

I find, however, that the tenants clearly suffered a loss of regular hot water from June 16 to June 30, 2014, and the value of their tenancy was reduced during that time. The tenants are therefore entitled to compensation.

I do not find that the tenants are entitled to compensation equivalent to 100 percent of their rent for this time period, however, as their tenancy was only partially devalued. I find it reasonable to grant the tenants compensation equivalent to 10 percent of their rent for half a month, in the amount of \$50.

### Conclusion

I grant the tenants an order under section 67 for the amount due of \$50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 16, 2014

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Residential Tenancy Branch

