



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RR

Introduction

This was a hearing with respect to applications brought by the tenants for separate monetary awards and rent reductions. The two applications were set for hearing together by conference call. The tenant testified that he personally served the landlord with the applications for dispute resolution and the Notices of hearing by handing copies of the documents to an employee of the landlord at the landlord's business office. The named tenant called in and participated in the conference call hearing. The landlord did not attend and no representative of the landlord called into the hearing. The landlord did not submit any documentary evidence in response to these applications. The tenant, J. R. Said that the applicant Ms. M.G. was not able to attend the hearing and he was appearing at the hearing both on his own behalf and as M.G.'s agent.

Issue(s) to be Decided

Are the applicants entitled to monetary awards and if so, in what amount?
Should the applicants be granted rent reductions?

Background and Evidence

The Rental property is a single room occupancy apartment building in Vancouver. The tenancy for J. R. began on August 1, 2013; his monthly rent is \$375.00. The tenant said there was a fire and flood in the building in June, 2014. The tenant submitted a copy letter from the landlord dated June 30, 2014 explaining the circumstances. A number of units were affected by flooding and water damage when the sprinkler system was set off due to a fire. The tenant's unit was one of those affected. The tenant's principal complaint is that there is only one full bathroom with a tub and shower on the first floor that is available for his use. This bathroom was in disrepair and out of service before the fire and flood occurred on June 17, 2014. After the flood the landlord wrote to the tenants on June 26, 2014 and said in part that:

I am writing this letter to update you on the washrooms located on the first floor. Unfortunately the scheduled repairs have been temporarily delayed due to the investigation of the recent fire and sprinkler activation that took place on June 17, 2014.

The scheduled repairs for the washrooms were to take place this week but with the recent fire and flood, we are investigating the scope of the work needed and will be working diligently to ensure the first floor washrooms/bathrooms are fully operational within a timely fashion.

The tenant said that despite the landlord's promises nothing has been done and the bathroom is still out of service and has been since May when it was shut down because of a broken water line. The landlord sent another letter on August 13th wherein it said that renovations on the first floor washrooms would commence shortly, but since the letter, nothing has been done.

The tenant requested a monetary award as compensation for the loss of use of the bathroom and for a rent reduction until such time as the bathroom is repaired. The tenant requested a monetary award in the amount of \$320.00 and a future rent reduction of \$50.00 per month until the bathroom is returned to service.

Analysis

I do not consider that these two matters should properly have been joined and the tenant's testimony on behalf of the absent co-applicant is not sufficient to prove her entitlement to an award of damages or to a rent reduction. Because the landlord has not responded to these claims and has not attended the hearing, I dismiss the claim brought by the tenant M.G. with leave to reapply.

With respect to the claim brought by J.R., I find that the provision of a functioning bathroom with a tub and shower is an important and valuable amenity and the loss of its use justifies an award of compensation for loss of use and enjoyment. I award the tenant the sum of \$250.00 for the loss of use of the bathroom.

I grant the tenant a rent reduction of \$50.00 per month effective December 1, 2014. The reduction will cease the month following the month in which the bathroom is returned to service.

Conclusion

I have granted the tenant J.R. a monetary award in the amount of \$250.00 and I have issued a monetary order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court. In the alternative to enforcing the order, the tenant may deduct the sum of \$250.00 from a future instalment of rent. The claim filed by Ms. M.G. is dismissed with leave to reapply.

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: November 17, 2014

Residential Tenancy Branch

