



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This is a request for a monetary order for \$360.00 and a request for recovery of the \$50.00 filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed July 18, 2014; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing. I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the applicants established monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on June 1, 2014 however when the tenancy began the shower lever was not functioning properly and would pull back into the wall.

They requested that the landlord repair this lever, and it was to be done while they were away at a wedding.

Instead of just repairing the lever, the landlord ended up tearing the whole bathroom apart including taking out the tub the shower and toilet.

As a result they did not have the use of the bathroom and were forced to go down the hallway to another apartment anytime they even wanted to use the toilet, including in the middle of the night.

The landlord also put their property at risk, as they found that the landlord or the construction workers left the rental unit unlocked while they were not present.

As a result of these problems they decided to terminate the tenancy and vacated the rental unit at the end of June 2014 however since they did not have use of the bathroom for that full-term they believe the landlord should be returning one half the rent for that month.

Analysis

It's my finding that the applicants suffered a significant loss of use of the rental unit due to the fact that they were unable to use the bathroom facilities for the full term of their tenancy.

Use of bathroom facilities is a major portion of a rental unit, and the loss of the use of those facilities reduces the value of the rental unit significantly.

Is my decision therefore that I will allow the request for the return of one half of month's rent which in this case is \$350.00.

The tenants had requested \$360.00 on their application for dispute resolution, however in their supporting information they stated that they had requested that the landlord return their full security deposit of \$350.00, plus \$350.00 of the rent for a total of \$700.00. The written statement further states that they did receive the damage deposit in the amount of \$350.00 from the property manager.

Therefore since the landlord has returned the full security deposit of \$350.00, the total amount that I will order is one half months' rent, \$350.00.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$400.00 to the applicants.

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: January 06, 2015

Residential Tenancy Branch

