



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, ERP, PSF, RR, MNDC, FF

### Introduction

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act ("Act"). The tenants applied for an order requiring the landlord to make repairs and emergency repairs to the rental unit, an order requiring the landlord to provide services or facilities required by law, for an order allowing a reduction in rent, and for recovery of the filing fee paid for this application.

The parties attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, each party confirmed that they had not submitted documentary evidence for this hearing. Thereafter all parties were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Are the tenants entitled to orders against the landlord as stated above, an order allowing a reduction in rent, monetary compensation, and to recovery of the filing fee paid for this application?

### Background and Evidence

The tenants stated there is a written tenancy agreement, but did not provide a copy. The tenants submitted that the tenancy began on May 1, 2010, monthly rent is \$900.00, and that they paid a security deposit of \$450.00 at the beginning of the tenancy. There was no dispute of this testimony from the landlord.

*Tenants' evidence in support of their application-*

At to their request for repairs and emergency repairs, the tenants submitted when they have a bath or shower, a water back-up occurs in the laundry room sink, smelling of fecal matter. The water back-up requires that the tenants bail out the water and causes them to reduce their showers and generally using the water, according to the tenants.

The tenants submitted further that they notified the landlord of the water back-up on March 18, 2015, but that the landlord has not hired a plumber or otherwise addressed the problem. The tenants submitted further that they are unable to do laundry at their home, causing them to incur laundry and travel costs away from the premises.

The tenants claim compensation for off-premises laundry costs and travel and general inconvenience in the amount of \$120.00

The tenants claimed that they are entitled to a reduction in rent until the landlord has remedied the plumbing issue.

*Landlord's response-*

The landlord submitted that he is not able to control the water table, and that due to a drastic snow melt and run-off as the temperatures averaged 6 degrees warmer, the ground has become saturated and cannot hold any more water.

The landlord submitted further that he advised the tenants not to do laundry in their home, due to the large consumption of water used by the washing machine, and that they failed to follow his instructions.

The landlord claimed that there was a fecal matter back-up as the septic system was blocked due to the tenants washing their clothes.

The landlord claimed that he lives next door and has experienced the same conditions due to the extreme water run-off, and has curtailed his activities because of it. The landlord submitted that this has never happened before during the 5 year tenancy, but was brought on by the excessive water and rain.

The landlord confirmed that he had not hired a plumber, but did attempt to clear the pipes to the septic with a plumber's "snake" equipment.

Analysis

Section 32 of the *Act* requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 33 of the *Act* requires the landlord to make emergency repairs where they are urgent, necessary for the health or safety of anyone or for the preservation or use of the residential property; and are made for the purpose of repairing the following: major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, the primary heating system, damaged or defective locks that give access to the rental unit or the electrical system.

I find the tenants submitted sufficient evidence to show that they are experiencing blocked water or sewer pipes, an emergency repair as defined under the *Act*, causing a water back-up into their rental unit. Although the landlord stated that this was only a temporary condition, I do not find the landlord submitted sufficient evidence to support this speculative statement and therefore find that the landlord has violated section 33 of the *Act*.

Pursuant to section 62(3) of the *Act*, I therefore order the landlord to hire a licensed, professional plumber, no later than April 30, 2015, to correct the plumbing repair issues as recommended by the licensed, professional plumber and to issue a written report when the process has been completed and that the rental unit is free from water back-up or any other plumbing issues.

Until the completion of the plumbing repairs, I grant the tenants a reduction in their monthly rent of \$250.00 per month as I accept that the tenants have been unable to properly shower or wash clothes and have to bail out the sink of dirty, fecal containing water. As the tenants provided undisputed evidence that they notified the landlord of the water back-up on March 18, 2015, and the hearing was held on April 17, 2015, I grant the tenants a retroactive rent reduction for a month, or \$250.00. To give effect to this monetary award, I direct the tenants to withhold the amount of \$250.00 from their next monthly rent payment.

I further authorize the tenants to reduce future monthly rent payable by \$250.00 until such time as the licensed, professional plumbing company has issued its final report certifying that the process of the repair to the plumbing system is complete.

I order the landlord to provide the licensed, professional plumber's written report to the tenants. Upon receipt of the written report verifying completion of the plumbing repairs, the tenants will be obligated to resume payment of the full monthly rent starting the month following receipt of the written report. Example: if the landlord supplies the report to the tenant on May 2, 2015, the tenant's rent for May is reduced by \$250.00, but the tenants would have to pay the full amount of rent payable for June 2015.

If the tenants are not satisfied with the plumbing repairs being complete and continue to withhold rent, the landlord is required to file an application for dispute resolution to prove to the Residential Tenancy Branch that he has complied with this Decision.

As to the tenants' monetary claim for general inconvenience of the water back-up, I decline to award them further other than the retroactive reduction in rent of \$250.00 granted herein.

As to the tenants' request for an order requiring the landlord to provide services or facilities required by law, I accept that this request was part of their request to have the plumbing issues repaired, as they provided no further evidence of this request.

As the tenants are successful with their application, I grant them recovery of their filing fee of \$50.00. I direct the tenants to further reduce their next monthly rent payment by \$50.00 in satisfaction of their monetary award.

### Conclusion

The tenants' application for an order requiring the landlord to make emergency repairs, for a reduction in their monthly rent, and recovery of their filing fee has been granted.

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 18, 2015

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Residential Tenancy Branch

