



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, PSF, RR, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order, an order compelling the landlord to perform repairs and provide services or facilities and an order permitting her to reduce her rent. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?
Should the landlord be ordered to perform repairs?
Should the landlord be ordered to provide services or facilities?
Should the tenant be permitted to reduce her rent?

Background and Evidence

Most of the facts are not in dispute. The tenancy began in 2003 and the rental unit is situated in a multi-storey, 63 unit building. In 2014, the tenant contacted the landlord to report that her water was discoloured, foamy, oily and had an unpleasant odour. The landlord and a plumber investigated the complaint and were unable to determine the cause of the problem. The tenant had the water tested in August 2014 and in February 2015 at her own expense and provided copies of the laboratory reports.

The tenant reported that the water was the same from each of the taps in her home while the landlord testified that he and the plumber had only noticed the problem from the tap in the bathtub.

The landlord testified that no one else in the building has experienced a problem with their water and they are all on the same water system. The landlord stated that both he and his plumber are at a loss to know how to proceed.

The tenant testified that she has had to purchase water to drink and boil water on the stove for bathing. She said that because it takes her so long to bathe, she has missed a number of work opportunities. She testified that she has a significant number of health issues which are directly related to the problem with her water.

The tenant seeks to recover the costs associated with treating her various medical conditions, the cost of purchasing drinking water and analyzing the water from the tap and an award for pain and suffering.

Analysis

Section 7(1) of the Act provides as follows:

- 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

In order to succeed in any part of her claim, the tenant must prove that the landlord has failed to comply with the Act, regulations or tenancy agreement. While it is clear that there is something unusual happening with the water in the rental unit, I am not persuaded that the water is not potable (safe to drink). The tenant provided laboratory results of water samples taken from the rental unit, but only had the water tested for metal content and alkalinity. The test results from September 2014 show that the iron level in the water was .42 above the aesthetic objective, but this does not indicate that the water is unsafe for consumption. Otherwise, the results show that the water falls within acceptable ranges for both the aesthetic objective and the maximum allowable concentrations for each of the metals for which it was tested. The water test conducted in February also appears to show that levels of various metals fall within acceptable limits. The tenant did not have the water tested for bacteria.

The landlord has an obligation to provide potable water in the rental unit. I find that the tenant has failed to prove that the water is not potable. Potable water will occasionally have an unusual odour or colour which does not render it unsafe. As the tenant has not met her burden of proof, I cannot award her any compensation, allow her to reduce her rent or order the landlord to comply with the Act.

If the tenant continues to suspect that the water cannot be consumed, she should have a comprehensive water test performed and request an expert opinion on how to interpret the laboratory results. As the tenant indicated that financial restrictions have prevented her from having more extensive testing performed, the landlord may consider

paying for comprehensive testing as he has indicated that he wishes to resolve the situation.

Conclusion

The tenant's claim is dismissed.

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 28, 2015

Residential Tenancy Branch

