



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, FF

Introduction

The tenant applies for a monetary award and a rent reduction for inconvenience suffered following of the flooding and resultant renovation and repair of her apartment.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenant is entitled to compensation and, if so, how much?

Background and Evidence

The rental unit is a two bedroom condominium apartment. The tenancy started in August 2013. The monthly rent is \$1350.00. The landlord holds a \$675.00 security deposit and a \$675.00 pet damage deposit.

In the late evening of November 27, 2014 water began leaking into the tenant's apartment from the premises above.

The leak was significant. The tenant ran upstairs but the occupants above were not home. She immediately contacted the after-hours emergency number she had been given. The restoration people responded that night but for several hours water "poured" into her rental unit.

The restoration people were able to turn off the water. Holes were cut in the rental unit ceiling and fans and dehumidifiers were brought in to dry out the unit.

From then until the end of March the tenant's rental unit was the subject of significant repair and renovation.

The fans and dehumidifiers ran in the bedroom for about a week before the area was once again dry.

The ceiling of the master bedroom and en suite bathroom were repaired. The closet doors were removed. The bedroom floor was replaced. The master bedroom and en suite were repainted.

Throughout the four month period the tenant was inconvenienced by the coming and going of various trades. She is disabled by a vision impairment and is normally home during the day, exposing her to more than the normal inconvenience.

The tenant testifies that initially she slept on her couch for about ten days and after that only slept in the master bedroom as it was without adequate lighting as a result of the flood damage and repair.

She again slept on the couch in March for about two weeks while the master bedroom and en suite were being painted and while the paint fumes dissipated.

She had been using her second bedroom as a place for storage but was required to relocate her stored items in order to use the area for her clothes and other items removed from the master bedroom during repairs.

At various times, totalling about seven nights, she left the rental unit entirely, staying at a family vacation cottage.

The tenant testified that she had intended to find a roommate to take the second bedroom and share the apartment but was prevented from doing so because of the damage and repair work.

She says that the restorers' fans and dehumidifiers caused her electricity bill to increase.

In response, the landlord's representative agrees with the tenant's timeline of events but says that she could have turned the fans off at night to permit her to sleep and that the paint smell was not as bad as the tenant claims. He disputes the amount of the tenant's damage claim.

Analysis

I have considered all the evidence presented at hearing though it may not all have been referred to in this decision.

The tenant's claim for \$900.00 damages for inconvenience over the four months of restoration is, in my view, a modest one having regard to the facts. The flood from above caused her serious disruption. The ongoing repair and restoration were a major inconvenience and significantly reduced the amenity she continued to pay full rent for.

I award the tenant \$900.00 general damages.

I dismiss the tenant's claim for loss of rental income from the second bedroom. To award it would result in an inappropriate doubling of her claim. She cannot claim for both her loss of use and enjoyment of the rental unit and the loss of the use and enjoyment a roommate would have paid her for. In any event, the evidence shows that the tenant had not rented out the second bedroom during the first fourteen months of her tenancy nor during the two months following the repairs. Nor am I satisfied that she has made any effort to locate a roommate.

I award the tenant \$20.00 for the electricity used by the restorers.

I dismiss the tenant's claim for recovery of the filing fee for a previous application she made but failed to follow through with due to a lack of internet service at the family vacation home. That claim is too remote. I do award her recovery of the \$50.00 filing fee for this application.

Conclusion

The tenant is entitled to a monetary award of \$920.00 plus the \$50.00 filing fee. I authorize her to reduce her next rent due by \$970.00 in full satisfaction of the award.

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: May 18, 2015

Residential Tenancy Branch

