



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RP, FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on April 2, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs?
- b. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?
- c. Whether the tenant is entitled to a monetary order?
- d. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on July 1, 2013. The present rent is \$1250 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$600 at the start of the tenancy.

On March 11, 2015 at approximately 8:00 p.m. the tenant experienced a flood which originated from the shower in a bathroom which spread through much of the rental unit. She immediately called the landlord who in turn called in a plumber who attended approximately 1 ½ hours later. The plumber stopped the leak. The tenant testified the plumber told her that the leak was caused by a broken plastic pipe connecting to the main pipe inside the wall and it is not directly connected to the shower head. The plumber also told her that water issues like floods and/or broken pipes were common in old buildings such as the rental property and they frequently get emergency call outs. The rental property in questions is scheduled for a re-piping in 2015 to 2016.

A representative of the restoration company attended the next day with fans and de-humidifiers which were operated for the next 4 or 5 days. The broken plastic pipe was replaced with a metal pipe. The fans and de-humidifiers were not removed until April 9, 2015.

The landlord submits there is a strong possibility the tenant is at fault for the flood because she changed the shower head without his permission with a much larger and heavier shower head. He submits the additional weight of this shower head led to the cracking of the pipe.

Analysis:

After carefully considering the disputed evidence I determined on a balance of probabilities the broken pipe was caused by fatigue and wear and tear which the tenant is not responsible for. The landlord alleged the damage was caused by the additional weight put on the piping because of the heavier shower head. However, the landlord failed to present sufficient evidence to prove this allegation. The landlord did not dispute the tenant's testimony that the building is old and is due for a re-piping later this

year or next. I determined the tenant has established the damage was caused by a crack in the plastic piper in an area that is not directly connected to the shower head.

Application for a Repair Order

With respect to each of the tenant's claim for repairs I ordered the landlord employ the services of a professional restoration company who is to complete the restoration process including but not limited to the following:

- a. Test to determine whether there is a mould problem in the rental unit and if so remediate the problem;
- b. Complete the repairs to the drywall
- c. Ensure the tenant has the full use of the bathroom in question
- d. Repair and paint the damaged walls.

I further order that the repairs be complete by May 31, 2015.

Application for Reduction of Future Rent:

I dismissed the tenant's application for a reduction of future rent if the landlord fails to complete the repairs as ordered as I determined that claim is premature. If the landlord fails to complete the repairs as ordered the tenant has liberty to re-apply.

Monetary Order:

The tenant claimed monetary compensation in the sum of \$1630. With respect to each of the tenant's claims I find as follows:

- a. I dismissed the tenant's claim for lost wages caused by taking time off work to attend to appointments that were later cancelled by the landlord. The tenant failed to present sufficient evidence to prove this claim. The landlord did not agree to compensate the tenant. Further, the tenant failed to prove she is entitled to compensation for this claim.

- b. The tenant claimed compensation for the equivalent of one month rent. I determined the tenant's use of the rental unit was significantly interfered with during the floor and the 4 or 5 days after while the fans and de-humidifiers continued to operate. Further, the equipment stayed in the rental unit until April 9, 2015 when they were removed. I have also considered that the landlord has not been diligent in completing the restoration work. However, the tenant was not required to leave the rental unit. She has a second bathroom in the rental property and had the use of that second bathroom for the entire period. In the circumstances I determined the tenant is entitled to compensation in the sum of \$600 for the reduced value of the tenancy to May 12, 2015.

Conclusion

**I ordered the landlord(s) to pay to the tenant the sum of \$600 plus the sum of \$50 in respect of the filing fee for a total of \$650 such sum may be deducted from future rent.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 12, 2015

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Residential Tenancy Branch

