



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS BENEVOLENCE GROUP and # 0955802 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNDC, OLC, ERP, RP, RR*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$750.00, for loss under the *Act*, and for an order directing the landlord to carry out repairs. The tenant also applied for an order directing the landlord to comply with the *Act*, and to reduce rent.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord negligent with regard to maintenance of the rental unit and responding to the tenant's complaints? Is the tenant entitled to a monetary order for damages?

Background and Evidence

The tenancy started in November 2012. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$525.00.

The tenant stated that on July 01, 2015 a flood occurred in the unit directly above him and the water soaked into the ceiling tiles. The tenant noticed the flood at 10:30 at night and informed the landlord. The tenant states that the landlord visited the unit at 1:30 am.

The landlord stated that all contact with tenants is recorded in a log book. The landlord denied having been informed of a problem on July 01 and stated that there were no log entries on July 01, 2015, indicating that the tenant had contacted the landlord.

The tenant's agent DZ stated that on July 02, 2015 he gave the landlord a letter of complaint regarding the water leak. The tenant filed a copy of the letter. The letter is undated and is written at 11:31pm. The landlord stated that he was not provided any letter on July 02 and was unaware of any problem until July 20, 2015.

On July 20, 2015, the tenant in the suite directly above had a visitor who dumped water on the floor. This water leaked into the tenant's unit. The landlord visited the unit to assist the tenant and stated that the only items that were wet were a dresser and a kettle.

The tenant stated that his personal belongings were damaged and filed digital photographs into evidence that he states were taken on July 02, 2015. The photographs show ceiling tiles removed, sagging ceiling tiles, tenant's belongings, garbage bag with pieces of ceiling tile etc. The tenant is claiming \$750.00 for damage to his personal belongings

Analysis

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case the tenant stated that he notified the landlord of the problem, verbally on the night of July 01, 2015 and in writing on July 02, 2015. The landlord denied having received any verbal or written complaints on July 01 and July 02, 2015.

Upon review of the letter filed into evidence that the tenant's agent said he wrote and delivered to the landlord on July 02, 2015, I find that the letter is undated and time stamped as 11:31 pm. Based on these two facts and on a balance of probabilities, I find that it is more likely than not that the tenant did not deliver this letter to the landlord on July 02, 2015.

The landlord stated that he received a complaint on July 20, 2015 which he actioned immediately. The landlord agreed that there was a problem of a water leak from unit 309 on July 20, 2015, because a visitor to 309 dumped water on the floor of the unit.

This visitor also threw a bucket of water from the balcony onto the building manager and this matter is now with the police department. The landlord attended the tenant's unit upon receipt of the tenant's complaint with a bucket and towels and assisted the tenant to clean up and dry the unit.

Based on the testimony of both parties, I find that a problem was reported to the landlord on July 20, 2015. The landlord took immediate action to assist the tenant but now must follow up to resolve it. I order the landlord to visit the unit this date to assess the damage and have it repaired by August 15, 2015. In the event that the landlord does not have the problem resolved by August 15, 2015, the tenant is at liberty to apply for a rent reduction.

Section 6 of the *Residential Tenancy Policy Guideline*, states that a landlord would normally be held responsible for a problem, if he was aware of a problem and failed to take reasonable steps to correct it.

Based on the evidence and testimony of both parties, I find that the tenant has not proven that landlord was notified of a problem on July 01, 2015. The landlord filed proof of having a commercial plumber attend to the problem on July 21, 2015 after the tenant reported a problem on July 20, 2015. Accordingly, I find that the landlord acted responsibly and would have mitigated any damages to the tenant's belongings had the landlord been notified of a water leak on July 01, 2015. Therefore, I find that the tenant is not entitled to compensation.

However, now that the landlord has been notified, I order the landlord to carry out the scheduled inspections and repairs immediately. The landlord must provide at least 24 hours' notice to enter for visits after the initial visit which was set up during this hearing. The tenant must allow the landlord access to carry out repairs. If the problem is not resolved by August 15, 2015, the tenant may apply for a rent reduction.

Conclusion

The tenant's application is dismissed in its entirety.

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: August 07, 2015

Residential Tenancy Branch

