



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC ERP RP PSF

Introduction

This hearing dealt with the tenants' application for monetary compensation, an order that the landlord comply with the Act, orders for repairs and emergency repairs and an order that the landlord provide services or facilities required by law. The tenants called in to the teleconference hearing but the landlord did not.

The tenants submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered mail that was received and signed for on August 11, 2015. I found that the landlord was served with notice of the hearing on August 11, 2015, and I proceeded with the hearing in the absence of the landlord.

In their application the tenants claimed monetary compensation of \$750.00, representing the remainder of their rent for July 2015. In their evidence the tenants increased their monetary claim to \$10,415.17; however, they did not amend their application to claim that amount. I therefore only considered the tenants' monetary claim for \$750.00.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation?
Should I make orders for repairs, emergency repairs and other orders?

Background and Evidence

The tenancy began on July 2, 2015. The tenants paid the landlord \$1,000.00 for July 2015 rent.

In the hearing the tenants stated that since that date there have been several serious problems with the unit. For example, the tenants have been without potable water. The

tenants stated that the water, which comes from a well, contains sand and sediment, and is contaminated by rust and bacteria. Additionally, the toilet is spitting sewer water and sewage is back-flowing into the bathtub and sink. The tenants described several other significant issues with the rental unit and concluded that the unit is “absolutely unlivable.”

Prior to July 25, 2015 the landlord reimbursed the tenants \$250.00 of their rent, representing rent for the first week of July 2015.

On July 25, 2015 the tenants sent the landlord a detailed email requesting that numerous repairs and emergency repairs be done. The tenants requested that the landlord reply to the tenants’ email within 48 hours to inform them of what steps he was going to take to carry out the necessary repairs. The landlord did not reply to the tenants’ email.

Analysis

I find that the tenants are entitled to \$750.00 for the remainder of July 2015 rent. I accept the evidence of the tenants that the conditions of the rental unit were extremely poor, such that the unit was unlivable.

I find that I cannot make other orders regarding the tenancy, as the tenancy ended no later than August 13, 2015.

Under section 45(3) of the Act, If a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

In this case, the tenants sent the landlord notice by email of his failure to provide a livable rental unit, and requested that the landlord respond within 48 hours. The tenants did not provide sufficient evidence to show that the landlord in fact received the email; however, the email is included in the tenants’ evidence and the landlord signed for the hearing package on August 11, 2015. I therefore find that the tenancy ended two days later, on August 13, 2015.

Conclusion

I grant the tenants an order under section 67 for the amount of \$750.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the tenants' application is dismissed. I note that the tenants may still file for further monetary compensation, as I did not amend their application to include a greater amount than \$750.00.

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: September 10, 2015

Residential Tenancy Branch

