



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding J. P. INDUSTRIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement, for the costs of emergency repairs and to recover the filing fee.

The Tenant's agent said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on January 21, 2016. Based on the evidence of the Tenant's agent, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the absence of the Landlord.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage and if so how much?
2. Is the Tenant entitled to the cost of emergency repairs and if so how much?

Background and Evidence

This tenancy started on August 1, 2015 as a 6 month fixed term tenancy. Rent was \$675.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$338.00 on July 2, 2015.

The Tenant's agent said the Tenant moved into the unit in August, 2015 and the Landlord said there was an issue with the water pipes that he had to repair. The Tenant's agent said the Tenant agreed to move in and let the Landlord repair the water issue during the tenancy. The Tenant's agent said the Landlord never repaired the water issue and as a result the Tenant could not use the water in the rental unit as it was contaminated with dirt or sewage. The Tenant's agent said the Tenant did not have any costs to repair the water issue as the Tenant thought the Landlord was going to do it. The Tenant's agent said as a result the Tenant could not wash or eat at the rental unit which caused the Tenant additional costs and great inconvenience. The Tenant's agent said they did not know what to claim so they put down the maximum of \$5,000.00. The Tenant's agent said she included pictures of the water in the tub and

sinks to show how contaminated the water was. As well she submitted emails between the Tenant and the Landlord to show the water issue was not repaired by the Landlord. The Tenant's agent referred to one email dated October 6, 2015 saying the bathtub and sink are not working. The Landlord replied that he snaked the drain but it did not work so the Landlord was going to try a new snake and told the Tenant to use drain cleaner. The Tenant's agent said this is evidence the water issue was not repaired and did not get repaired while the Tenant occupied the rental unit. The Tenant's agent said the Tenant should have some compensation for not having usable water in the rental unit.

Analysis

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement

- 27 (1) A landlord must not terminate or restrict a service or facility if**
- (a) the service or facility is essential to the tenant's use of the rental unit as living accommodation, or**
 - (b) providing the service or facility is a material term of the tenancy agreement.**

I accept the Tenant's service of the application and hearing package to the Landlord and as the Landlord did not appear to defend himself against the claims; I accept the Tenant's agent's testimony that the Landlord was requested to repair the water issues in the rental unit and the Landlord did not make the repairs. Consequently the lack of usable water in the rental unit devalued the tenancy. I find that water is an essential part of a tenancy; therefore the Landlord not providing useable water or repairing the water system in the rental unit is in violation of the Act. Consequently I find the Tenant's agent has established grounds for compensation from the Landlord for loss of a material term of the tenancy and not making emergency repairs when requested to do so by the Tenant. I award the Tenant 1/3 of the total rent from August, 2015 to January, 2016 in the amount of 6 months X \$675.00/ month = \$4050.00 X 1/3 = \$1,350.00.

As the Tenant has been partially successful in this matter I also order the Tenant to recover the filing fee of \$100.00 from the Landlord.

I award the Tenant a monetary order of \$1,450.00.

Conclusion

A monetary order has been awarded to the Tenant in the amount of \$1,450.00.

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: March 07, 2016

Residential Tenancy Branch