



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO IPC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenant stated that the landlord was served with the notice of hearing package via Canada Post Registered Mail. The landlord's agent (the landlord) confirmed receipt of the notice of hearing package in this manner on January 28, 2016. The tenant served the landlord with the first of four submitted documentary evidence package via Canada Post Registered Mail on March 10, 2016. The landlord confirmed receipt of the tenant's first documentary evidence package in this manner. The tenant stated that the remaining 3 documentary evidence packages were served via regular Canada Post mail in July and August. The landlord disputed receiving the tenant's second, third, and fourth documentary evidence packages. The tenant does not have any supporting evidence that these packages were served to the landlord. The landlord served the tenant with the submitted documentary evidence via Canada Post Registered Mail on August 23, 2016. The tenant confirmed receipt of the landlord's documentary evidence as claimed.

I accept the affirmed testimony of both parties and find pursuant to section 88 and 89 of the Act that the tenant has properly served the landlord with the notice of hearing package by Canada Post Registered Mail on March 10, 2016. The tenant

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation for damage or loss?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 1, 2013 on a fixed term tenancy ending on February 28, 2014 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated September 1, 2013. The tenancy ended on December 31, 2015. The monthly rent was \$700.00 payable on the 1st day of each month and a security deposit of \$350.00 was paid on September 1, 2013.

The tenant seeks a monetary claim of \$8,580.00 which is equal to the return of 12 months rent at \$715.00 per month. The tenant provided affirmed testimony that the rental unit was uninhabitable living conditions due to the water quality. The tenant stated that she and her guests' health have been affected due to the water quality. The landlord disputes the tenant's claims.

The tenant provided photographs and videos of water flow from the tenant's faucets which show a discoloration in the water. The tenant has also provided 3 witness statements supporting her claim that the water "smelt funny", "I believe the pipes are filthy and unhealthy", "a dark oily substance that came out of the shower head when we took it apart". The landlord does not dispute these portions of the tenant's claims, but stated that he has not seen any evidence of the issues referred to by the tenant, himself. Instead the landlord refers to an email on page 32 of the tenant's evidence which is from the local authority provided in the tenant's evidence. It states,

There is nothing out of the ordinary with these numbers so the water quality is perfectly acceptable. The metals standards that must be met can be found on page 19 of our 2015 Drinking Water Quality report which can be found on our website.

The closest sample station to the resident's location on Shaw is COQ-544 which is located on Pembroke Avenue. This station consistently has good sample results as well and is fed from the Seymour watershed which is filtered.

The landlord also refers to the tenant's evidence on page 44 an email from a local environment assessment company which stated in part,

I have reviewed the portable water sampling results that you forwarded to me. The samples collected from your previous residence at... were collected by a Metro Vancouver Inspector. The results indicate that all metals were found to be within the Health Canada guidelines for the parameters analysed. It does not appear that sampling for bacteria or other potable water chemistry was conducted...Based on the information that you provided to me, the water supplied to your unit appears that it would not meet the guideline limit for turbidity or the aesthetic objective for color. The visual appearance of the water does not conform with typical potable water. Elevated particulate concentrations have the ability to harbour bacteria in the water.

The landlord states that there have not been any complaints from any other occupants of the rental unit and that the new tenants that currently occupy the rental unit have not brought forward any issues regarding the water quality.

The tenant also referred to page 45 of the submitted documentary evidence, an estimate which states in part,

Appears sledge comes from the water pipes, pipes may need to be cleared with cleansing solution. Myself have not seen this.

The tenant also stated in her direct testimony that she has no proof that the water is causing her to be ill.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, the tenant is unable to provide any conclusive evidence that her health suffers due to poor water quality. The landlord has disputed the tenant's claims stating

that the tenant's own inspection reports made by the local water authority show that the water quality is "perfectly acceptable". The tenant's monetary claim is not based upon any actual loss, but instead is compensation based upon "her belief" of what she is entitled to. I find with the conflicting evidence of the tenant's claims with the submitted reports from the local water authority that the tenant has failed to establish a claim that the water in the rental unit is causing her to be ill. The tenant's application is dismissed.

Conclusion

The tenant's application is dismissed.

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 14, 2016

Residential Tenancy Branch