



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**MNDC, RP, RR, FF**

### Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss under the Act, an order the landlord complete repairs to the rental unit that the tenants be allowed to reduce rent for repairs agreed upon but not provided and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matters

The application was corrected to add the name of the landlord as it appears on the tenancy agreement. The landlord agents' name, R.D., was corrected.

The tenant said that on September 10, 2016 he personally served agent R.D. with the digital evidence supplied to the Residential Tenancy Branch on September 14, 2016. The agent present at the hearing was not given that evidence. However, as the evidence was given to the same person who accepted rent from the tenant and service of the hearing documents, I find that the landlord has been served with the digital evidence.

An order for repair is not required as the tenancy ended on September 11, 2016.

### Issue(s) to be Decided

Are the tenants entitled to compensation in the sum of \$500.00 for July 2016 as the result of a leak in the ceiling of the bathroom?

Are the tenants entitled to further rent deduction due to the failure to repair the bathroom ceiling?

### Background and Evidence

The tenancy commenced in 2013 and ended on September 11, 2016.

The tenant said that on June 18, 2016 he text R.D. to report water leaking into the bathroom from the unit above. Ten days passed and the landlord did not arrive at the unit, so the tenant again sent a text asking the landlord to come to the unit. The landlord arrived on June 28, 2016. The water leak had become worse and when the landlord, R.D., arrived the tenants were mopping up water. The tenant said that the water posed an inconvenience and was very important to repair, but the repair was not made until after June 28, 2016.

Two days later, on June 30, 2016, the water stopped leaking.

The tenant said that when R.D. saw the water leak on June 28, 2016 he agreed that the tenants were entitled to compensation in the sum of \$500.00; one half the rent owed.

The tenants then paid one-half of rent in July 2016. The property manager then issued a 10 day Notice to end tenancy for unpaid rent.

The tenant said that the ceiling was not repaired. Photographs supplied show a ceiling that has multiple cracks and a small hole.

When asked what loss was suffered after the leak stopped the tenant said that he did not have a loss to claim beyond June 2016.

R.D. has told the landlord that the ceiling only leaked for two days and that they had a plumber attend to make the repair. The landlord said it would not make sense for them to leave a leak for days as it could cause damage to the building. Parts had to be ordered as the building is older, so it took time for the parts to arrive. The full repair was made three weeks later. The landlord said that R.D. did not have the authority to make a verbal agreement for rent reduction. The landlord stated that R.D. was not available to testify.

The tenants paid the balance of rent in response to the 10 day Notice and on August 19, 2016 submitted the claim for compensation.

### Analysis

Section 65 of the Act provides an arbitrator with the authority to order a rent reduction by an amount that is equivalent to the reduction in value of a tenancy.

There was no dispute that a leak occurred from the ceiling of the bathroom. From the evidence before me I find that the leak was reported on June 18, 2016 and again on June 28, 2016 at which point the landlord attended at the rental unit. I have accepted the tenants' version of events as the most accurate reflection of what occurred when the leak was first reported and after agent R.D. came to the rental unit. The landlord did not have R.D. attend at the hearing or provide any written summary of events, to counter the tenants' submission.

In the absence of the landlords' agent, R.D., who communicated with the tenants, I find that the landlords' agent did reach a verbal agreement with the tenants that July 2016 rent could be adjusted by \$500.00. This was not disputed by the landlord present at the hearing; only that R.D. did have the authority to make the agreement. The tenants proceeded with that agreement only to then be issued a Notice ending tenancy.

R.D. is the agent who accepts rent and responds to tenant concerns. If the landlord wishes to place restrictions on the authority of R.D. the landlord is free to do so. However, I find that there was a meeting of the minds between the landlords' agent and the tenants; that R.D., as agent for the landlord agreed to compensate the tenants and that the tenants executed that agreement; based on a loss of value of the tenancy.

I find that the issuing of an eviction Notice was heavy-handed on the part of the landlord; given the tenants had been told they could reduce rent owed.

As the tenants were issued an eviction Notice they paid the balance of July 2016 rent. I find that they were not required to do so and that the verbal agreement reached with the landlords' agent stands. Therefore, pursuant to section 65(1)(f) and 67 of the Act I find that the tenants are entitled to compensation in the sum of \$500.00 for a loss of value of the tenancy.

The tenant has confirmed that no further loss was suffered. Therefore I find that the balance of the claim is dismissed.

As the tenants' application has merit I find, pursuant to section 72 of the Act that the tenants are entitled to recover the \$100.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenants a monetary Order in the sum of \$600.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The tenants are entitled to compensation in the sum of \$500.00. The balance of the claim is dismissed.

The tenancy has ended; no order for repairs is necessary.

The tenants are entitled to filing fee costs.

This decision is final and binding and 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 30, 2016

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Residential Tenancy Branch