



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNDC, RP

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for compensation or loss under the Act, and for the landlord to make repairs to the unit..

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on January 18, 2017, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the landlord has been duly served in accordance with the Act.

The tenant appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Preliminary matter

The tenant testified that the landlord had the hot water tank repaired and they no longer require a repair order.

Issue to be Decided

Is the tenant entitled to a monetary order for compensation for loss under the Act?

Background and Evidence

The tenant claims as follows:

a.	Loss of hot water	\$136.,25
	Total claimed	\$136.25

The tenant testified that on January 2, 2017, the hot water tank for the building broke and they had no hot water in the building for 14 days.

The tenant testified that they believe they should be entitled to compensation equal to 25% of the monthly rent for the inconvenience of having to boil water for washing dishes, bathing and the likely cost for additional hydro consumption. The tenant stated the monthly rent is \$553.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenant has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I accept the evidence of the tenant that they were without hot water for 14 days; however, I am not satisfied on the amount claimed as the tenant seeks compensation in the amount of \$136.25 for the 14 days they were without hot water; this equals a daily amount of \$9.73(136.25\14). The tenant's daily rent is \$17.83(553.00\31).

While I accept boiling water was an inconvenience to the tenant, they still had water, and the amount claimed is greater than 50% of their daily rent, I find this amount is excessive, as they did not lose any use of space in the rental unit.

When the landlord needs to make repairs to the premises, such as replacing a hot water tank, the right of both parties has to be balanced. The landlord's right to make necessary repairs and the tenant's rights for services provided under the tenancy agreement. Temporary inconvenience is not grounds for compensation.

However, I find 14 days to be without hot water to be long. Therefore, I find a reasonable amount for compensation for having to boil hot water is 10% of the daily rent; this equals the daily amount of \$1.78. The tenant provided no documentary evidence that their hydro increased during this time. Therefore, I find the tenant is entitled to recover 14 days at the rate of \$1.78 in the total amount of **\$24.92**.

I find that the tenant has established a total monetary claim of **\$24.92** comprised of the above-described amount.

I order that the tenant receive a onetime rent reduction in the above amount from a future rent payable to the landlord in full satisfaction of this award.

Conclusion

The tenant is granted a monetary order. The tenant is granted a onetime rent reduction in the above amount in full satisfaction of their award.

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: February 15, 2017

Residential Tenancy Branch