



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, RP, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed or compensation under the Act, to reduce rent for repairs, and to recover the filing fee from the landlord.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issues to be Decided

Is the tenant entitled to a monetary order for compensation under the Act?
Is the tenant entitled to a rent reduction for repairs?

Background and Evidence

The tenancy began on May 2017. Rent in the amount of \$1,975.00 was payable on the first of each month. A security deposit of \$987.50 was paid by the tenant.

The tenant testified that there was leak in a pipe above the bathtub. The tenant stated they contact the landlord; however, it took the landlord three weeks to make the repair.

The tenant testified that because of the leak they vacated the premises and stayed with a friend.

The tenant testified that there was second leak in the ceiling of the hallway in September 2017 and that problem was resolved within 3 days.

The landlord's agent testified that they responded to the tenant right away. The agent stated that they were communicating with the strata on the issue of the pipes. The agent stated that the repair was fixed within a reasonable time by the strata and some of the delay was because the tenant wanted to be present initially.

Analysis

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

Under section 32 (1) of the Act, a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

A tenant may be entitled to compensation for loss of use of a portion of the property that constitutes loss of quiet enjoyment even if the landlord has made reasonable efforts to minimize disruption to the tenant.

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.

In this matter, there was a leak in the pipe over the tenant's bathtub. The pipes in the building were not the responsibility of the landlord as this was a strata issue.

The tenant seeks in their application to return of \$1,500.00 rent for the month of August 2017; however, that amount is excessive as equals an approximately rent reduction of 70%. There were no issues with the kitchen, living room, bedroom or the bathroom sink and toilet.

While I recognize the tenant was inconvenience for a three week period, I find the landlord took reasonable and appropriate steps to work with the strata to have the problem repaired as soon as possible. However, I find three weeks to make the repair to long.

As the tenant's monetary claim for return of 70% of their August rent is unreasonable, I find a reasonable amount for compensation 5% of the value of the tenancy. Therefore, I grant the tenant compensation for the loss of use of the shower in August 2017, in the amount of **\$98.75**.

I find the tenant is not entitled to any compensation for the leak that occurred in September 2017, this was a separate issue and the problem was rectified within 3 days which is reasonable and there was no loss of use to the tenant.

As I have found the tenant's claim for return of 70% of their rent unreasonable, I decline to award the tenant the filing.

Therefore, I find the tenant has established a monetary order in the amount of **\$98.75**. The tenant is granted a monetary order pursuant to section 67 of the Act.

Conclusion

The tenant is granted a monetary order in the above noted amount.

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: November 08, 2017

Residential Tenancy Branch