



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

Dispute Codes: FF, MNDC OLC, RP,

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for a monetary order in the sum of \$170
- b. A repair order
- c. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on September 21, 2017. With respect to each of the applicant's claims I find as follows:

### Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to an order for repairs?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence:

The tenancy began on July 1, 2017 when the parties entered into a 6 month fixed term tenancy agreement that became month to month at the end of the fixed term. The tenancy agreement provided that the tenant(s) would pay rent of \$825 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit and a pet damage deposit which totals \$825. The tenant has given notice and she will be vacating the rental unit at the end of the fixed term.

The tenant gave the following evidence:

- The rental property is composed of two rental units. When she showered in her unit and someone else in the other unit turned water on her shower would either become scalding hot or very cold.
- She advised the landlord of this problem on July 4, 2017. The landlord initially refused to fix it.
- The problem occurred<sup>1</sup> approximately 3x a week.
- On August 19, 2017 she sent a letter demanding the repair.

- The repair work was completed on October 17/18 and the problem has been resolved.

The landlord gave the following evidence:

- This is the first time a tenant has complained about the problem during the 8 years she managed the property.
- The installation of the regulator was a complex repair. The time line to complete the repair was reasonable given the challenges of holidays, obtaining the services of a capable contractor etc.
- This was a non emergency repair. .

#### Application for a Repair Order

There is no need to make a repair order as the repairs have been completed.

#### Monetary Order & Cost of the Filing Fee::

Policy Guideline #6 includes the following:

##### "Compensation for Damage or Loss

A breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation for damage or loss under section 67 of the RTA and section 60 of the MHPTA (see Policy Guideline 16). In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed.

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 in making repairs or completing renovations."

After carefully consider all of the evidence I determined the tenant is entitled to compensation in the sum of \$90 for the following reasons:

- The fluctuation in water temperature was a safety concern and it was the landlord's obligation to ensure it was repaired.
- The tenant's enjoyment was reduced because of the problem.
- I accept the evidence that the repair was a complicated repair and that the landlord acted reasonably in arranging for the repair to be completed given the complexities. However, the fact remain that the enjoyment of the rental property was reduced from the start of the tenancy until the middle of October.
- I determined \$90 is fair compensation for the reduced value of the tenancy.

#### Conclusion

**I ordered the landlord(s) to pay to the tenant the sum of \$90 plus the sum of \$100 in respect of the filing fee for a total of \$190.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on both parties.**

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: December 01, 2017

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Residential Tenancy Branch