



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DORSET REALTY GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, MNDC, FF

### Introduction

The tenant applies for a compliance order to fix a hole in the ceiling of his rental unit and for a monetary award for the inconvenience resulting from a water leak and having a hole in his ceiling for fifty days.

By the date of the hearing the hole had been repaired and so only the monetary claim was pursued.

Both parties attended the hearing, the landlord by its authorized representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Has the landlord failed in its obligations to maintain the rental unit and common property in a reasonable state of repair and, if so, what, if anything is appropriate compensation in the circumstances?

### Background and Evidence

The rental unit is a bachelor apartment. There is a written tenancy agreement. The tenancy started July 1, 2017. The monthly rent is currently \$1040.00 per month. The landlord holds a \$500.00 security deposit.

The tenant testifies that on April 26, 2018 he came home to find water leaking through the ceiling. He did not make clear which part of the ceiling was leaking.

He contacted the landlord and a plumber was dispatched. However, the water ran all night and he was required to empty a water bucket brought by the landlord's building manager. The water was finally turned off but it was required to be turned on again the next day so that the building tenants would have water in the morning. The tenant had to monitor and empty the bucket then too.

The leak was eventually repaired. As part of the repair the landlord's workmen were required to create a one foot by one foot hole opening in the ceiling above the tenant's bathtub. The hole remained for fifty days. Over that time the landlord's workmen were required to enter the tenant's rental unit because a main water valve was located behind a panel in the suite. The tenant estimates twenty of such entries. It is not clear that he was home for any of them.

The landlord's representatives testify that the building is 50 or 60 years old. The leak problem was created by a pin hole leak in a pipe (one of four of such leaks in the building at that time) caused by the building "shifting." The landlord decided it would be best to re-pipe the whole building and that is why the repair to the tenant's ceiling took so long.

### Analysis

Section 32(1) of the *Residential Tenancy Act* (the "Act") provides:

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

I find that the pin hole leak in the water pipe running through the tenant's ceiling was due to a failure by the landlord to maintain the property. The explanation offered; that the building "shifted," is not corroborated by any professional evidence. Nor has it been explained whether water pipes should or should not develop pin hole leaks if shifted. It seems to me that they should not, in the ordinary course of things.

The tenant claims a loss equivalent to an entire month's rent. He offers no basis for that estimate and I think it is too much. After the initial inconvenience of the first night he

testifies he had to replace a pair of work shoes and a carpet. He offers no evidence of the cost. He states that on one occasion the landlord's workmen entered while he had confidential information in plain sight. He does not allege any breach of confidentiality occurred.

At best, after the first night the tenant suffered the loss of amenity resulting from having a hole in the wall above his bathtub for 50 days and some occasional bother by having a workman enter to reach a water valve.

I consider a fair compensation for his loss of amenity to be \$150.00 and I award him that amount.

### Conclusion

The tenant is entitled to a monetary award of \$150.00 plus recovery of the \$100.00 filing fee. He will have a monetary order against the landlord in the amount of \$250.00, which he may offset against his rent when it next comes due.

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: August 07, 2018

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Residential Tenancy Branch