



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GLEN CHARLEBOIS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP FF

### Preliminary matter

During the hearing the Tenants requested to amend their application to include a monetary claim as the emergency repairs took 11 days to complete. The female Tenant said the building manager G.C. damaged the water valve and ignored their request to have the hot water tank replaced and the water turned back on. Further the Tenants said they had to contact the building manager's boss to get the repairs done. Consequently, the Tenant requested 11 days of rent in the amount of \$288.56 for the loss of water to their rental unit and the neglect of the building manager.

I accept the Tenant's amendment as the water issue happened on June 25, 2019 and the Tenant's application was made on June 27, 2019 with the expectation of the repairs being completed in a few days. Therefore, the Tenant did not contemplate a monetary claim as he believed the water problem would be resolve in a timely manner which it was not.

### Introduction

This matter dealt with an application by the Tenant for emergency repairs to the rental unit, compensation for damage or loss under the Act, regulations and tenancy agreement and to recover the filing fee.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on July 5, 2019. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absences. The female Tenant said she tracked the hearing package on the Canada Post website and it was not picked up. The female Tenant said she believes the building manager was avoiding service.

### Issues(s) to be Decided

1. Are there emergency repairs to be completed?
2. Is the Tenant entitled to compensation for the delay in repairs and if so how much?

### Background and Evidence

This tenancy started on April 14, 2004 as a month to month tenancy. Rent is \$787.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$305.00 at the start of the tenancy.

The Tenant said the hot water tank in their unit leaked on June 25, 2019 and the building manager G.C. came to the unit and removed the tank and turned the valve off. The Tenant continued to say that when the building manager G.C. turned the value off he stripped the threads making the value unusable. The female Tenant said she believes the building manager did this on purpose because there is a no contact order between the building manager G.C. and the male Tenant. The female Tenant continued to say the repairs were not done so she contacted the building manager's employer R.K. on July 2, 2019 about the repairs. On July 3, 2019 and a plumber came to the unit and started the repairs. The repairs were completed on July 5, 2019.

The Tenants said they had no water from June 25, 2019 to July 5, 2019 and they believe they should be compensated for the loss of an essential service in the tenancy agreement. The Tenant requested 11 days of rent to be returned to him as the unit had no water in it. The Tenant said his rent is \$787.00/month divided by 30 days equals \$26.23/day times 11 days equals \$288.56.

The Tenant also requested to recover the filing fee of \$100.00 from the Landlord.

### Analysis

Section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant.

Therefore a Landlord is obligated to repair items include in the tenancy agreement.

Providing water to a rental unit is an essential element of any tenancy agreement. Problems with appliances or infrastructure happen and Landlord's are obligated to complete repairs in a timely manner and in good faith. In general, the time to replace a hot water tank and repair a valve in the plumbing can be done in three days if there are no extraordinary issues. This repair was completed in three days once the task was undertaken by the Employer R.K. plumber. From the undisputed testimony of the Tenants I accept the building manager actions delayed the repairs from June 25, 2019 to July 5, 2019.

Consequently, I find the Tenant have established grounds for compensation. The Tenant is requesting the return of 11 days of full rent which I have considered but believe is excessive. The Tenants did have use of the rental unit during this time so their claim is for a loss of services from June 25, 2019 to July 5, 2019. I award the Tenants  $\frac{1}{2}$  the rental for 11 days in the amount of \$26.23 rent per day divided by  $\frac{1}{2}$  = \$13.11 times 11 days = \$144.21.

As the Tenant has successful in this matter I order the Tenant to recover the \$100.00 filing fee from the Landlord.

A monetary order for \$244.21 has been issued to the Tenant.

Conclusion

A monetary order for \$244.21 has been issued to the Tenant.

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: July 16, 2019

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Residential Tenancy Branch