



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ONE WEST PROPERTIES CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, RR, FF

### Introduction

The tenants seek a repair order regarding a ceiling leak, a laundry knob and a closet door knob and they request a rent reduction as compensation.

By the time of hearing the items in question had been repaired and so no order is needed in that regard. The sole issue is one of compensation.

The parties attended the hearing, the tenants by their son as agent and the corporate landlord by its representative Mr. M.M., 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

Did the landlord comply with its obligation to maintain and repair the rental unit? If not, what if any damage or loss have the tenants suffered as a result of that failure?

### Background and Evidence

The rental unit is a one bedroom “plus den” condominium apartment. The tenancy started in November 2017. The monthly rent is currently \$1475.00. The landlord holds a \$737.50 security deposit.

Mr. F.T. for the tenants testifies that in early June, while the tenants were away and he was monitoring the rental unit weekly, he discovered water was leaking or had leaked from the ceiling in the kitchen/dining room area. On June 10 he emailed the landlord informing it of the leak. The landlord arranged for the carpet to be cleaned on June 13.

Mr. F.T. says that the leak came from the apartment above. Within two weeks the owners of the apartment above attended to view the leak. They were supposed to fix it by did not. He says a delay of one or two weeks resulted.

There was a second leakage on a later, unstated, date. After June 10 a portion of the ceiling was removed to permit investigation.

It is agreed that the ceiling of the rental unit was not repaired until about July 8, 2019. Two other items complained of: a washer/dryer knob and a closet door knob, were repaired by the landlord later in July.

Mr. M.M. for the landlord testifies that there was a “one time leak” and then a second. The apartment above this rental unit was unoccupied at the time and so the strata was contacted. It was the strata’s workmen who entered the rental unit and cut into the ceiling looking for the cause of the water ingress.

He says the strata’s workmen and later the owners of the suite above failed to locate the source of the leak. He says that repairs to the ceiling of the rental unit could not reasonably be effected until the source of the leak was determined and repaired. Ultimately it was concluded that the leak was not reoccurring and the ceiling was repaired.

### Analysis

#### Ceiling

Section 32 of the *Residential Tenancy Act* (the “Act”) states that 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.

The evidence shows there were two discreet leaks into this apartment from the one above. Obviously, this landlord was not responsible for the leaking. I accept that the actual cause of the leaks was never determined and that the ceiling was not reasonably repairable until either the cause was found or it could be concluded that the leaking had stopped. In these circumstances the landlord has complied with its obligation to repair and maintain. While the tenants may have a claim against the persons connected to the unit above, their claim against this landlord for damages related to the leak must fail.

### The Knobs

I dismiss these two items of the claim as well. It has not been shown how the knobs came to be missing or broken and so it cannot be presumed it was the landlord's fault. In any event, there is not indication that either tenant suffered any particular loss or inconvenience as a result.

### Conclusion

The application is dismissed.

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: September 03, 2019

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Residential Tenancy Branch