



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

RR, RP, MNSD, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants, in which the Tenants initially applied for a rent reduction of \$450.00 and an Order requiring the Landlord to make repairs.

The female Tenant stated that on August 21, 2020 the Dispute Resolution Package and evidence the Tenants submitted with the Application were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenants submitted Canada Post documentation that corroborates this testimony. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*.

As the aforementioned documents were properly served to the Landlord, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Landlord.

The Tenants each affirmed that they would speak the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided:

Is there a need to issue an Order requiring the Landlord to make repairs?
Are the Tenants entitled to a rent reduction?

Background and Evidence:

The female Tenant stated that:

- This tenancy began on November 01, 2019;
- They were required to pay monthly rent of \$850.00;
- They paid the rent that was due for August of 2010;

- On, or about, August 10, 2020 there was a flood in the space below the rental unit;
- On, or about, August 10, 2020 the Tenants were advised they could not use the water in their unit, indefinitely, as a result of the flood;
- On August 24, 2020 they vacated the rental unit as they were still unable to use the water;
- They applied for a rent reduction of \$425.00 in compensation for having to vacate the rental unit due to the lack of water;
- On August 24, 2020 the Landlord paid them \$425.00 in compensation for having to move due to the lack of water.

Analysis:

On the basis of the undisputed evidence, I find that this rental unit was vacated on August 24, 2020. As the rental unit was vacated, I find there is no need to issue an Order requiring the Landlord to make repairs to the rental unit.

On the basis of the undisputed evidence, I find that the Landlord has voluntarily paid the Tenants \$425.00 in compensation for moving due to the lack of water in the unit. As the Landlord has voluntarily paid the full amount of compensation requested by the Tenants, I find there is no need to determine whether the Tenants are entitled to compensation related to the absence of water.

Conclusion:

An Order requiring the Landlord to make repairs to the rental unit is not necessary, as the rental unit has been vacated.

An Order requiring the Landlord to pay compensation of \$425.00 to the Tenants is not necessary, as the Landlord has voluntarily paid compensation in that 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: October 22, 2020

Residential Tenancy Branch