



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for compensation for loss or other money owed and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing. Both parties confirmed they were not recording the hearing.

The landlord confirmed they received the evidence of the tenant. The landlord did not submit any evidence as they are relying upon the tenant's evidence.

Issue to be Decided

Is the tenant entitled to monetary compensation for loss or other money owed?

Background and Evidence

The tenancy began on February 2019. Rent in the amount of \$3,200.00 was payable on the first of each month. A security deposit of \$1,600.00 and pet damage deposit of \$1,600.00 was paid by the tenant. The tenancy ended on July 1, 2021, and the deposits have been returned to the tenant.

The tenant submits the following as the details of dispute in their application.

“This is being requested because the shower wasn't working in our two-bedroom two-bathroom unit from February 26 - June 4 inclusive. This number reflects a 20 per cent rent reduction during this time, which based on research reflects the market rate for a comparable two-bedroom one bathroom unit”.

[Reproduced as written]

The tenant testified that they were notified that there was a leak from their rental unit going into the commercial space below them. The tenant stated that the leaking was coming from their master bedroom shower, and they were unable to use the showers, although the landlord told them they could continue to do so.

The tenant testified that using the other bathroom shower was inconvenient as it was across from their child's bedroom, and they are easily woken.

The landlord's agent testified that this was a complicated matter because they first had to deal with the strata of the residential portion of the building, and the strata for the commercial space of the building. The agents stated that to further to complication the matter was the commercial space was a financial institute and the leaking was occurring in the bank vault.

The landlord's agent testified that they were unsure if it was a problem with the caulking or if the shower pan had to be replaced. The agent stated that the caulking was done on March 3, 2021. The agent stated that they were later informed on March 9, 2021, by the commercial strata that the leak was still occurring in the bank vault.

The landlord's agent testified that due to covid there was a delay to get a contractor to come and they had received two quotes, which they had arranged for the work to be done on May 4, 2021; however, they were advised by the tenant that their husband was under a 14-day quarantine. The agent stated that it was reasonable that the contractor was not going to attend during the quarantine period and the repair was further delay and the repair was made on June 4, 2021.

The landlord's agent testified that the tenant has the full use of two bathtubs and a shower.

The tenant responded that their husband travels for work and was under a 14-day quarantine; however, they told the landlord that their husband would stay in the bedroom and that they would wear masks.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation, or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

There was small leak from the tenant's shower into the commercial space below. The landlord had to work with two different strata and the financial institutes representative. At all times, the landlord was making reasonable efforts to have the repair completed as required by the Act. I find the tenant has failed to prove a violation of the Act by the landlord. Temporary discomfort or inconvenience, while repairs are made does not constitute a basis for a breach of the tenancy agreement.

Further, the landlord had arranged that the shower would be repaired on May 4, 2021; however, due to the tenant's husband having to quarantine for 14 days in the rental unit the repair was delayed to June 4, 2021. I find it was reasonable and appropriate that no work was conducted during this time as this was not an emergency.

In this case the tenant is asking for a 20% rent reduction for the loss of use of the shower. The tenant based this rent reduction on a comparable rental unit with only one bathroom, rather than two bathrooms that they have within their rental unit; however, the tenant did not loss the use of entire master bathroom as they could bath in the bathtub, use the sink and the toilet. The tenant also has the full use of another full bathroom.

While I accept this might have been a temporary inconvenience for the tenant to have to use the bathtub or the other shower; however, temporary inconvenience is not grounds for compensation.

Based on the above, I dismiss the tenant's application without leave to reapply.

Conclusion

The tenant's application is dismissed without leave to reapply.

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: March 16, 2022

Residential Tenancy Branch