



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 1918190 ALBERTA LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on February 16, 2023, and June 13, 2023, by conference call. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- A monetary order for compensation for damage or loss under the Act.

Both parties attended the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants Notice of Dispute Resolution Proceeding and evidence package. The Landlord did not serve the Tenant with any documentary evidence.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to compensation for damage or loss under the Act?

Background and Evidence

As per the Tenant's application, he is seeking \$750.00 for 3 separate water deliveries he had to have in order to have sufficient running water in the rental unit. More specifically, the Tenant stated that the water well on the property had a history of not providing adequate water to the rental unit and eventually the Tenant had to pay for separate water deliveries from a water supply company to fill the cistern on the property.

The first water delivery was on January 22, 2022, for \$250.00. The second water delivery was on March 16, 2022, for the same amount. The third water delivery was on April 29, 2022, for the same amount. The Tenant pointed to a previous hearing where he was successful in his request for emergency repairs. That hearing was held on August 15, 2022. A copy of that decision was provided into evidence, along with the clarification. In essence, the arbitrator determined that water is a basic right, and that the Tenant was entitled to deduct the costs to fill the cistern, going forward after the August 2022 hearing.

The Tenant is seeking the reimbursement of the amounts he paid in the spring of 2022, leading up to the previous hearing.

The Landlord does not feel he should have to pay for the water before the last hearing and denies that the issue was made sufficiently clear to him at that time. The Tenant pointed to a message he sent to the Landlord in the spring of 2022 saying he was having water issues.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Tenant to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Landlord. Once that has been established, the Tenant must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Tenant did everything possible to minimize the damage or losses that were incurred.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

I have reviewed the testimony and evidence on this matter. I agree with the previous arbitrator in that water is a basic right. That arbitrator found that the Landlord was responsible for water costs following the last hearing.

Based on the evidence and testimony, I accept that the Tenant was likely having the same or similar issues with the water in the Spring of 2022, as he was having in the Summer and Fall of 2022 (following the last hearing). It appears the same issue plagued the property for some time. I note the previous decision dealt with the water issue, following the hearing in August of 2022. However, given it is the same issue which caused the Tenant to incur costs in the Spring of 2022, I find he is entitled to recover the 3 water deliveries he had to pay for in January, March, and April of 2022.

I award the Tenant \$750.00 for water delivery costs.

Conclusion

The Tenant is granted a monetary order pursuant to Section 67 in the amount of **\$750.00**. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: June 27, 2023

Residential Tenancy Branch