



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities; an order reducing rent for repairs, services or facilities agreed upon but not provided; and to recover the filing fee from the landlord for the cost of the application.

The tenant and a person who identified himself as a landlord attended the hearing, and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions. I also found that the landlord who attended the hearing is a landlord named in the tenancy agreement.

The landlord has not provided any evidentiary material, and agreed that all of the tenant's evidence has been received, all of which has been reviewed and is considered in this Decision.

At the commencement of the hearing, the tenant advised that he vacated the rental unit on July 15, 2023. Since the tenant has vacated, I dismiss the tenant's application for an order cancelling the notice to end the tenancy.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the tenant established a monetary claim as against the landlord as a reduction in rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenant testified that this month-to-month tenancy began on April 1, 2022 and the tenant vacated the rental unit on July 15, 2023. Rent in the amount of \$2,300.00 was payable on the 1st day of each month and there are no rental arrears. At the outset of

the tenancy the landlords collected a security deposit from the tenant in the amount of \$2,300.00, which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a condominium apartment, and a copy of the tenancy agreement has been provided for this hearing.

The tenant further testified that on July 1, 2023 the tenant paid \$1,150.00 rent to the landlords.

On December 19, 2022 there was no water at the rental unit. The tenant sent emails to the landlord, but received no support. The tenant contacted the strata and copied the landlord on every email, and kept writing to them that there was no water but received no response. The strata manager put his hands up. Water was restored on December 27, 2022.

The tenant claims 9 days rent reimbursement and return of the \$2,300.00 security deposit, but has not provided the landlord with a forwarding address in writing.

The landlord testified that the tenant made his own decision to move out rather than settling this. To say there were no rooms available in the town is not believable. The tenant has not provided any evidence that the tenant couldn't find a place to stay locally, and spent money without the landlord's approval.

The tenant refused to take the landlord's calls, and wouldn't try to find a solution.

The landlord has made an Application for Dispute Resolution claiming a monetary order for unpaid rent or utilities and for damage or loss, and for an order permitting the landlord to keep all or part of the security deposit, which is scheduled for hearing in January, 2024.

Analysis

Firstly, the tenant has not put the landlord on notice by applying for recovery of the security deposit. The landlord has applied for an order permitting the landlord to keep the security deposit, which I leave to the Arbitrator to decide after the hearing in January, 2024.

The only application I have from the tenant seeks a reduction in rent for having no water for 9 days. A landlord is responsible for maintaining the rental unit, and unforeseen circumstances are still the landlord's responsibility. I have read all of the tenant's emails to the strata and to the landlords, and there is no doubt that there was no water in the

rental unit at all for 9 days during the month of December, 2022, and the tenant vacated the rental unit on or about July 15, 2023. Therefore, I find that the tenant is entitled to recover 9 days of rent, or \$667.74 ($\$2,300.00 / 9 = \667.74).

Since the tenant has been successful with the application, the tenant is also entitled to recover the \$100.00 filing fee from the landlord.

I grant a monetary order in favour of the tenant as against the landlord in the amount of \$767.74. The landlord must be served with the order, which may be filed for enforcement in the Provincial Court of British Columbia, Small Claims division as an order of that Court.

Conclusion

For the reasons set out above, the tenant's application for an order cancelling a notice to end the tenancy for unpaid rent or utilities is hereby dismissed without leave to reapply.

I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$767.74.

This order is final and binding and may be enforced.

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 05, 2023

Residential Tenancy Branch