



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding West Hotel and #08955802 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and a rent reduction. The hearing was conducted via teleconference and was attended by the tenant.

The tenant testified each respondent named as landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by leaving the packages at the residential property office and was witnessed by a third party.

Based on the testimony of the tenant, I find that each named respondent landlord has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the tenant indicated that the named respondent GH was not a landlord and he asked to have that respondent removed from his claim. I have amended the tenant's Application to exclude the named respondent GH.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation and for a rent reduction because the landlord has failed to make repairs, pursuant to Sections 32, 33, 65, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted the tenancy began in August 2012 as a month to month tenancy for a monthly rent of \$425.00 due on the 1st of each month with a security deposit of \$220.00 paid.

The tenant submitted that he had obtained an order from another Arbitrator on April 17, 2015 for compensation and a rent reduction because the landlord had failed to provide hot water to the rental unit. He stated that while there was hot water on the date of his last hearing the hot water stopped again a month later and he had been without hot water from that time until January 2015 when he states the landlord has fixed the hot water to the point that he has it now half of the time.

The tenant has submitted no documentary evidence to show that he has complained to the landlord about any further failures on the part of the landlord to provide hot water. The tenant confirmed also that he has not obtained or requested an order from an Arbitrator from the Residential Tenancy Branch to have the landlord repair the hot water.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I find the tenant has not provided any evidence to substantiate his position that the landlord has not provided any hot water since May 2014 to January 2015. Even if he had provided such evidence I find that the tenant, by failing to seek an order to have the landlord complete repairs for over the 9 month period that he now seeks compensation for, he has failed to provide any evidence that he took reasonable steps to mitigate the loss that he now claims.

For example, there is no evidence before me that he informed the landlord that he continued to go without hot water; he failed to provide any updated evidence from the local municipality confirming any problems with hot water; and he has failed to file an Application for Dispute Resolution seeking to have the hot water repaired.

Conclusion

Based on the above I dismiss the tenant's Application for Dispute Resolution in its entirety.

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 10, 2015

Residential Tenancy Branch

