



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, FF

Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$4201.43 and recovery of the \$100.00 filing fee.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on November 3, 2006 Dean; however the respondent(s) did not join the conference call that was set up for the hearing.

The applicant testified however that the notice of hearing and hearing documents for the second respondent who's initials are R.C. were sent by registered mail to the address of the first respondent who's initials are V.T. .

Section 89 of the Residential Tenancy Act states:

89 (1) An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;

(d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;

(e) as ordered by the director under section 71

(1) [*director's orders: delivery and service of documents*].

It is my decision therefore that I will remove R.C. from any order issued as he has not been properly served, by one of the above methods.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing, and therefore it is my finding that the respondent who's initials are V.T. has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that on June 12, 2016 there was a flood at the rental property, causing extensive damage to the rental property, which the landlord has yet to fully repair.

The applicant further testified that although the landlord brought in a restoration company, the work was started but never completed, and as can be seen by the photo evidence provided, drywall was cut from the bottom of the walls and has never been replaced.

The applicant further states that as a result he has lost the use of a substantial portion the rental unit and, in fact, at this time he has lost the use of 1102 ft.² of the 2494 ft.² unit, a loss of 44.8%.

The applicant further states that as his monthly rent is \$1650.00, a 44.8% loss of use works out to \$739.20 per month, and he is therefore requesting a reduction in rent. The applicant further stated that he is requesting money for his time spent vacuuming up

water, for the cost of renting a dolly to move the washer and dryer since the restoration company would not move them, and requesting cost of dump fees to get rid of materials left inside and out by the trades people.

The total amount the applicant is requesting therefore is as follows:

June 2016 loss of use 18 days X \$24.64	\$443.52
July 2016 2 November 2016 loss of use	\$3651.00
Time spent vacuuming water, 5 hours	\$75.00
Renting a dolly to move washer and dryer	\$25.91
Dump fees	\$6.00
Filing fee	\$100.00
Total	\$4301.43

Analysis

It is my finding that the landlord has shown that he has a substantial loss of use of the rental unit due to the landlords failure to complete the repairs required after the flood that occurred on June 12, 2016.

Having reviewed the photo evidence and the calculations of the square footage it is my decision that I will allow the full amount claimed by the tenant for loss of use.

It is also my finding that it's reasonable that the tenant be paid for his time vacuuming water from the rental unit as this is a job that should have been taking care of by the landlord.

I also allow the tenants request for the cost of renting a dolly to move the washer and dryer to allow the restoration company access.

I also allow the tenants request for dump fees that he paid when he took refuse, left behind by the trades people, to the dump.

Having allowed the tenants full claim I also allow the request for recovery of the \$100.00 filing fee.

The total claim I have allowed therefore is as follows:

June 2016 loss of use 18 days X \$24.64	\$443.52
July 2016 2 November 2016 loss of use	\$3651.00
Time spent vacuuming water, 5 hours	\$75.00
Renting a dolly to move washer and dryer	\$25.91
Dump fees	\$6.00
Filing fee	\$100.00
Total	\$4301.43

Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act I have issued a monetary order for the respondent, whose initials are V.T., to pay \$4301.43 to the applicant.

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: December 19, 2016

Residential Tenancy Branch