



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, RP, RR, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the tenant, and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant confirmed that her agent had permission to speak on her behalf. This hearing lasted approximately 71 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence package.

### Issues

Is the tenant entitled to a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to an order requiring the landlord to complete repairs to the rental unit?

Is the tenant entitled to an order to allow her to reduce rent for repairs, services or facilities agreed upon but not provided?

Is the tenant entitled to recover the filing fee for this application?

### Background and Evidence

Both parties agreed to the following facts. This tenancy began on July 1, 2019 for a fixed term ending on June 30, 2020. Monthly rent in the amount of \$2,300.00 is payable on the first day of each month. A security deposit of \$1,150.00 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement was signed by both parties. The tenant continues to reside in the rental unit.

The tenant seeks for the landlord to complete repairs to the washing machine drain leakage, the ant infestation, and the weather stripping at the front door. The tenant seeks a monetary of \$3,700.00 plus the \$100.00 filing fee.

The tenant said that the washing machine was not installed properly, there was leakage into the wall, and there are possible mold issues. She stated that she was away in February 2020 and since March 2020, she has had to do her laundry at her friends' place because of the leak. She maintained that she has to do her laundry every couple of days because she has a young, disabled son. She explained that she does not know the state of the washer since before February 2020, but there is a watermark at the baseboard, so she believes there is still a leak from it. She said that she does not put too much soap into the washing machine.

The landlord disputes the tenant's repair order for the washing machine. He said that he went to the rental unit on September 17, 2019, he did a cycle of laundry with no clothes, he ran the machine to see if there was a leak, he waited for 20 minutes after the cycle, and there was no leak. He stated that if the water was pouring out beyond the lower portion of the baseboard, he would have seen a water stain. He said that there were only dry water spots. He claimed that he checked all around the washing machine and the wall which has a closet on the other side, and there was no leak or water. He confirmed that he looked under the washing machine and he found soap discoloration. He explained that he consulted two professionals, who told him there were too many suds from too much soap being used in the machine during washing. He said that he explained this to the tenant in September 2019 and she got upset because the landlord did not fix her water tank, so she complained on November 19, 2019 that the washing machine was leaking. He maintained that the tenant caused the

leak, he would not pay for any compensation or repairs, and he told the tenant to be cautious. He stated that the water stain behind the toilet, which the tenant complained of, was noted in the move-in condition inspection report, which was signed by the tenant, after a leak was fixed by the landlord.

The tenant requests pest control assistance from the landlord. The tenant stated that there is an ant infestation in her rental unit, particularly in the bathroom, and there are hundreds of ants crawling out of the floor. She said that the landlord has failed to deal with the issue. She confirmed that she cannot use traditional ant sprays or traps because her son is disabled and will become ill if he touches or comes into contact with them. She claimed that she uses natural home remedies to get rid of the ants.

The landlord stated that he was at the rental unit to reseal the baseboard dividers in the floors, to stop the ants, and he went to do this on December 6 and 14, and then completed it on December 16, 2019. He said that the tenant thanked him, saying she needed the seal to keep the ants away. He claimed that the tenant is now suddenly complaining of hundreds of ants everywhere. He maintained that the tenant is using natural home remedies that do not work, rather than ant sprays and traps.

During the hearing, the landlord agreed at his own cost, to have the rental unit inspected by a pest control professional by March 27, 2020, and to complete pest control remediation if recommended by the professional, when the tenant is able to provide access without her son present, since he will become ill. The tenant agreed to provide access and confirmed that she would not stop pest control from completing the necessary remediation work and if she does, she will be responsible for the pest control remediation costs, rather than the landlord.

The tenant requests that the landlord install proper weather stripping at the front door of the rental unit. She said that since she moved in, there has been a ½ inch gap on the right side of the front door, where you can see light, there is a cold draft coming in, and there is access for critters to enter. She stated that the landlord installed weather stripping in September 2019, but it is not sufficient, as there are chunks missing, and there should be one continuous piece, instead of a bunch of pieces. She confirmed that the landlord showed her how to fix the issue with a knife, which is not sufficient.

The landlord said that he installed weather stripping at the front door with a door sweep on September 17, 2019. He maintained that on November 19, 2019, when he was fixing the hot water tank, the tenant complained that the weather strip required more fixing. He said that he showed her how to do a temporary fix. He confirmed that on

December 16, 2019, the door sweep was on an angle, so he adjusted the weather stripping to make it horizontal and flush across.

During the hearing, the landlord agreed to put foam tape to seal the gap at the weather stripping at the front door by March 27, 2019. The tenant agreed to provide access to the landlord for this to be done.

The tenant seeks a rent reduction of \$2,100.00. She claimed for a loss of \$300.00 per month for seven months from July 2019 to January 2020. She said that she suffered inconvenience, discomfort, a loss of enjoyment, anxiety, depression, an increased heating bill, a loss of laundry, a loss of hot water for three days, and an ant infestation.

The tenant seeks a monetary order of \$1,500.00. She stated that she suffered a loss of comfort and stress, due to the above repairs not being done and the landlord's behavior.

The landlord disputes the tenant's entire monetary application of \$3,700.00 total. He said that this was a "money grab" by the tenant, the tenant failed to provide a monetary breakdown, and she was fumbling about what to say and changing her answers during the hearing. He stated that the tenant is unhappy in the rental unit and it is a frivolous claim. He pointed to receipts he provided which he said shows that he fixed the hot water tank on November 19, 2019 and it was replaced on November 20, 2019, after it was reported to him by the tenant on November 18, 2019. He claimed that the tenant said the hot water tank broke on November 20, 2019.

### Analysis

#### Repairs and Rent Reduction

I order the landlord to have a qualified professional inspect the washing machine at the rental unit by March 27, 2020. I order the landlord to pay for this cost and to only recover this cost from the tenant, in the circumstance noted below. If the professional recommends having the washing machine repaired, I order this to be completed by April 15, 2020.

If the professional determines that a repair is required, due to willful or negligent damage by the tenant, I order the tenant to pay for the washing machine inspection and repair, and to arrange for the repair by April 15, 2020. If the professional determines that a repair is required, due to issues not related to any willful or negligent damage by

the tenant, I order the landlord to pay for the inspection and repair, and to arrange the repair by April 15, 2020. If the parties disagree as to the cause of the damage, they can file an application at the RTB for determination.

I make the above order since the tenant has not used the washing machine since before February 2020 and the landlord last inspected it in December 2019, months prior to this hearing. Since the landlord tested the machine without clothing, I find that a qualified professional can make a proper determination as to the functionality of the machine, and whether there is a leak.

I order the landlord, at his own cost, to have the rental unit inspected by a qualified pest control professional by March 27, 2020, and to complete pest control remediation if recommended by the professional, by April 15, 2020. Both parties agreed to this during the hearing.

I order the landlord, at his own cost, to put foam tape to seal the gap at the weather stripping at the front door by March 27, 2020, so that there is no draft coming into the rental unit. Both parties agreed to this during the hearing. If the landlord is unable to complete this work himself, I order him to pay for a qualified professional to do so by March 27, 2020. If the parties disagree as to whether the weather stripping is sufficient to keep out a draft, they can file an application at the RTB for determination.

I do not make any other orders regarding this weather stripping, as the tenant cannot dictate how many pieces of weather stripping are to be used or how they are to be placed, since she is not an expert in this area.

I order the tenant to provide access to the landlord to perform the above repairs, provided that notice is given by the landlord to the tenant in accordance with section 29 of the *Act*. The tenant is not required to be present for the above repairs.

On a balance of probabilities and for the reasons stated below, I dismiss the tenant's application for a rent reduction of \$2,100.00 for repairs to the date of this hearing, without leave to reapply. The tenant was unable to provide a breakdown or justify the \$300.00 monthly amount being claimed. I find that the tenant may have contributed to the ants issue by disallowing traditional pest control methods and using natural remedies. I also find that since the tenant has not used the washing machine since before February 2020, she does not have proper evidence of a current or ongoing leak issue. I find that the landlord attempted to repair the weather stripping as per the

tenant's request but there were issues after the repair, such that the tenant was unhappy with the appearance and the method of repair.

### Monetary Claim

Pursuant to section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the tenant must satisfy the following four elements on a balance of probabilities:

- 1) Proof that the damage or loss exists;
- 2) Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the *Act*, *Regulation* or tenancy agreement;
- 3) Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- 4) Proof that the tenant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

On a balance of probabilities and for the reasons stated below, I dismiss the tenant's monetary application of \$1,500.00 without leave to reapply. I find that the tenant was unable to justify the amount being claimed or provide a breakdown. I find that the tenant was describing the same issues claimed for in her rent reduction claim. I note that the tenant claimed for a loss of comfort and stress but did not provide medical records to confirm same. I find that the tenant provided insufficient evidence of a loss.

As the tenant was only partially successful in this application, I find that she is not entitled to recover the \$100.00 filing fee.

### Conclusion

I order both parties to comply with the above inspection and repair orders. The remainder of 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 17, 2020

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Residential Tenancy Branch