



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding Easy Rent Real Estate Services
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT

Introduction

The Tenant filed their Application for Dispute Resolution (the “Application”) on November 20, 2022. They seek the Landlord’s compliance with the legislation and/or the tenancy agreement, and reimbursement of the Application filing fee.

The matter proceeded by hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 3, 2023.

Both the Tenant and the Landlord attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present affirmed testimony during the hearing. Both the Landlord and the Tenant confirmed they received the documentary evidence of the other.

The Tenant applied for the Landlord's compliance with the legislation and/or tenancy agreement; however, on review with the Tenant I determined their Application more properly centres on monetary compensation. I have amended the issues, listed below, to reflect this more accurately.

Issues to be Decided

Is the Tenant entitled to compensation for monetary loss or other money owed, pursuant to s. 67 of the *Act*?

Is the Tenant entitled to a reduction in rent for repairs, services or facilities agreed upon, but not provided?

Is the Tenant eligible for reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

In the hearing I confirmed the basic information about the tenancy agreement in place between the parties. The tenancy, as printed in the agreement, started on June 26, 2020, continuing on a monthly basis after the initial one-year fixed term. The rent amount is \$2,131.50, as indicated by the Tenant on their Application.

The agreement provides the Landlord and Tenant obligations on repairs to the rental unit and sets out special provisions for emergency repairs.

On their Application, the Tenant indicated as follows:

Clothes washing machine leak, not repaired for 3-months. I did not have access to the in suite laundry amenities I pay a premium for several months, but I have also been living in a unit that has been growing black mould for 4 months. This process took 6-months to repair, 1-month we had to be relocated entirely, and upon moving back in there were additional damages and issues.

The Landlord provided a timeline in their evidence. In the hearing, the Tenant stated they had “no concerns” with the timeline prepared by the Landlord. In summary, this is as follows:

- March 27, 2022 – July 19, 2022: loss of use of washing machine
- July 16, 2022 – August 5, 2022: Tenant temporarily vacates
- August 5, 2022: unit ready for move-in by Tenant with minor deficiencies
- August 7 – 9, 2022: loss of fridge/freezer

The start of the issue was with the Tenant notifying the Landlord of the washing machine leaking with water seeping under the floorboards in the rental unit. The Landlord sent a repairperson to inspect the washing machine; this revealed a leak coming from the laundry box due to a drain backflow. A plumber then inspected the laundry box, confirming that water leaks from the stems’ shut-off valves. The Landlord notified their insurer at this time.

More details on the timeline:

- On April 8 the Tenant advised they would be away from the rental unit April 29 to May 15. According to the Landlord, they told the Tenant to “keep any receipts for laundry and on days [the Tenant] is not in the unit for flooring replacement, [the Landlord] will not collect rent.”
- On April 27, the Landlord’s insurer finalized the contractor who will complete the necessary work.
- On May 10 the contractor addresses the issue of floor repair with the Landlord. The Tenant contacted the Landlord on May 16, with the Tenant previously out of town until this time.
- On May 31 the Landlord selected flooring, with the work timeline estimated to be 2-3 weeks. On June 1 the Landlord advised the Tenant that the finalized timeline was still pending.
- From June 21 to June 27 the Landlord was finalizing the strata approval for repairs. On June 30 the strata approved, and the contractor proposed July 20 to 22 for flooring removal and installation. The dates were adjusted on July 2, to the final dates of July 16 – August 5.
- On August 7 the Tenant notified the Landlord of deficiencies, including the non-working fridge/freezer. The Landlord resolved the issue on August 9; however, the Tenant did not move back into the rental unit until August 13. On August 14 the Tenant advised of a number of deficiencies not completed, as well as a residual issue with the oven.
- On September 23 the Tenant confirmed with the Landlord that all repairs were completed, after some issues with shelves and items left behind in the rental unit.

In their record, the Landlord provided copies of all emails concerning work orders, communication with the Tenant and the insurer, and the strata. There were a number of photos showing the work involved, as well as the deficiencies in place after the main work was completed.

The Tenant presented their claim for compensation in line with the following principles:

- the frustration of the tenancy agreement, due to lack of services and facilities that were not available to them throughout this process

- the impediment to their quiet enjoyment, more than a matter of temporary discomfort, rather this was “frequent and constant”
- the risk to their health and safety: having to move back into the rental unit in a situation that was not move-in ready, as well as the presence of black mould that was documented

The Tenant prepared a spreadsheet that “shows the timeline over 6 months of dealing with the issues before the unit was repaired”, divided into the following 3 time periods:

i. 4 months living impacts:

Items	\$ claim
a. wash clothes externally	2,352.00
b. insurance deductible	1,000.00
c. shopping – new TV	909.01
d. shopping – 2 new computer monitors	637.05
e. time/effort finding interim living space	313.00
f. time/effort to move personal items to interim unit	563.40
g. travel to deal with contractors, etc. – time from work	313.00
h. black mould -	426.30
i. full rent for 4-month time period	10,657.50
Total	\$17,171.26

- a. The Tenant proposed the cost of paying someone to do this at minimum wage; despite the correct rate being their own hourly work rate. This is “4 hours per week”, including the cost of their own time/enjoyment to do laundry elsewhere, plus parking, plus 3x loads of laundry and drying at \$3.50 each.

In response, the Landlord drew attention to the portion of their own record where the need for a plumber was confirmed on March 30, 2022. The Tenant notified the Landlord of the impact of no laundry on April 8, and on April 11, 2022 the Landlord instructed the Tenant to “keep those receipts as we may be able to claim this as part of the loss of rental income.” In the hearing, the Landlord reiterated that the Tenant was able to resume full use of laundry in the rental unit on July 19.

- b. The Tenant listed: "Due to no fault of my own, I had to trigger my insurance deductible. I will have future premium increases as well now due to this issue."
- c. The Tenant proposed this was due to damage of their TV because of moisture in the air. In the hearing, they stated: "apparently moisture can damage electronics, these were reviewed and verified as moisture-damaged." They also recalled it was the contractor who "recommended another service provided who looks at electronics."

The Landlord stated they had nothing in relation to damage to electronics, only record of a bent monitor stand (which the Tenant clarified was damaged to due moving). As stated: "if it was damage because of water, it's the first we're hearing about it." They also added there was no evidence provided by the Tenant about this particular damage.

- d. The Tenant combined this issue with the issue of their TV in their description in the hearing. On their worksheet, they set out the impact this had on their ability to work, as well as the time/effort of shopping for replacements, picking that up, as well as "negotiations with insurance for replacement."
- e. The Tenant recalled that they had only 4 days' notice when they had to find a temporary living space on their own. They found a short-term rental for this purpose. On their worksheet, the Tenant noted they had to work with insurance on this.

On their worksheet, the Tenant stated this was the minimum wage-based cost of paying someone to do this, at "probably took a total of 20-hours of effort from searching, back and forth with insurance, and back and forth with [the Landlord] et. al on timing to relocate."

The Landlord submitted that they tried to work with the Tenant, in reference to the timeline on the operation. They noted a "back-and-forth" dialogue with the Tenant on things, and the contractor "would have adjusted the schedule to accommodate." Their recollection was that, for the Tenant, their communication was 'whatever works for you'.

The Landlord provided records of communication from July 5 onwards, showing communication between the Landlord and the contractor, with the Tenant copied

on all communication which finalized the repair schedule, as done on July 12. The Landlord cited this as a “four-way discussion”.

- f. On their worksheet, the Tenant stated this was the minimum wage-based cost of paying someone to do this, at “10-hours to move out and an additional 8-hours to move back in.” Given that this took place within the summer months, the Tenant also added “an additional 50% for loss of enjoyment and impact on my life outside of my control.”

In the hearing, the Tenant described “multiple parties” being involved in the process. This made it “complicated to line up” and “it was four months before things could work.”

In the hearing, the Landlord clarified that “not everything had to come out” and the only requirement was for the furniture and other items to be off the floor completely for the job of replacing it. They noted the laminate floor material is used throughout the rental unit, with the exception of the bathroom.

- g. The Tenant provided this was “multiple/countless trips back and forth to the unit to let people in, show them the damage, guide them on repairs, explain what to move etc.” They stated this was “a total of 20 hours of additional effort.” On their worksheet they noted they “had to take time off work”; however, in the hearing they stated there was no leave taken.
- h. For what the Tenant described as “black mould” they calculated “5% of the monthly rental costs for the 4-months they lived in these conditions (April – July)”. In the hearing, the Tenant stated, “it’s been documented” and pointed to the report from the contractor, and the provided photos with that report.

The Landlord stated that there was no proof of mould within the rental unit. They also questioned the Tenant’s timeline on this, when, without mould at any time identified, it is not clear why the Tenant would identify a four-month timeframe, with the work completed in early August, and only minor deficiencies identified after the Tenant’s move back into the rental unit.

- i. The Tenant calculated the full amount of rent for 5 months in total. They cited the Landlord not letting the Tenant move out immediately “if I was properly communicated with regarding the timeline.” They propose the Landlord could “use their insurance to cover loss of rental income for this entire time.” In

summary: "I should not be out of pocket and paying rent for a unit I cannot live within, when I could have relocated, and the landlord would have been out this income then and forced to use their insurance for loss of rental income anyway."

The Landlord pointed to their own evidence of their offer to the Tenant on September 30, 2022. This involved a percentage reduction of rent from April – June, a further 20% for mid-July, and so on through to August 15.

In this offer, the Landlord noted that from mid-August to September 23, the work left was addressing deficiencies in the rental unit, and this did not affect the Tenant's ability to live in the unit. What remained were "minor repairs that were missed by the contractor."

In total, the Landlord proposed reimbursement to the Tenant in the amount of \$3,816.66. As stated in their summary, this was "100% discount on rent from July 16, 2022 to August 15, 2022" and an additional \$200 for the timeframe of August 16 to September 23.

The Tenant did not agree to the Landlord's offer and made their proposal to the Landlord by using the worksheet they submitted for this hearing. The Tenant made their Application at the Residential Tenancy Branch on November 20, 2022.

ii. "1-Month Displaced impacts"

#	Items	\$ claim
j.	commute to-from work, with uber ride one-way at \$10, 5 days/week	400.00
k.	smaller living space, 15% smaller for this 1-month time period	319.73
l.	utilities and internet for their home use	150.00
Total		869.73
j.	This is "an Uber ride one way to my job" for "about \$10" during the temporary relocation time the Tenant was further away from their office. In the hearing they gave exact locations in the City of Vancouver.	

The Landlord responded to say there is no evidence in the record of where the Tenant is actually living, such as a utility bill.

- k. This is a percentage reduction in the 15% smaller living space. The Tenant could not work from home because of limited space for a proper office set up. Additionally, the internet security “was not sufficient for my VPN security requirements” and this “impacts my ability to earn a living.”
- l. As indicated on their worksheet: “For home internet and average monthly utilities, I suggest this is \$150.”

In response to this in the hearing, the Landlord stated that there is no evidence of utilities paid for by the Tenant, such as a utilities invoice.

iii. “Move Back In”

#	Items	\$ claim
m.	broken bedroom blinds – cannot close/lower blinds	639.45
n.	relocating floorboards/paint	15.65
o.	fridge not working	106.58
p.	oven not working	106.58
q.	floor not completed by fridge	26.64
r.	“toe kicks” not completed	26.64
s.	broken pantry closet door	26.64
t.	shelves in pantry incorrect	106.58
u.	shelves in bedroom closet incorrect	319.73
Total		1,374.48

This part of the Tenant’s Application concerns their experience when moving back into the rental unit. There were deficiencies noted in the work completed, which the Landlord referred to as “outstanding items”. The Landlord noted most of these items were completed “within a day”. They pointed to the record of their communication as presented in their evidence.

The Tenant notified the Landlord about residual issues upon their move back to the rental unit after the work was completed. This was on August 7 via email wherein they identified 13 separate issues, attaching photos. By August 9, the contractor advised that “Deficiencies are [a part] of the work, we can have those completed” and “The work still needing to get done does not stop the tenant from moving in.” By August 10, the Tenant was still stating they would need to adjust their work schedule to accommodate the contractor/Landlord’s need to visit and assess these residual issues.

The Landlord submitted that the residual items needing replacement or repair were not their fault in this process. The issues here lie with the contractor and/or the Tenant's insurance. They submitted there was no evidence from the Tenant on broken items that would lie with the Landlord as compensable damage or loss to the Tenant.

- m. On the blinds, the Tenant submitted that this was the same as the Landlord's offer of a rent reduction for the period of August 15 to September 23, a 5% reduction of rent. The Tenant submitted one picture showing the blinds fully pulled up. This is the same image they sent to the Landlord on August 7 via email.

In their timeline, the Landlord listed the date of September 6 as when the Tenant confirmed the blinds were still not completed correctly.

The Landlord presented that the contractor did not do this, but they replaced the blinds "in good faith". This took more time to get the correct blinds into place. Thus, all deficiencies noted were completed/replaced/repared by September 23.

- n. This is the cost of the Tenant moving items (floorboards and paint) in the rental unit upon their return. This is one hour of time at \$15.65 (*i.e.*, minimum wage) per hour. The Tenant added "if I was an elderly tenant, I could not do this myself."

In their timeline, the Landlord noted this was one of the outstanding issues still remaining on August 17. The Landlord picked up these items on August 23.

- o. This is the same as the Landlord's reduction of rent at 20%, for 1 week. The Tenant sent an image of the refrigerator door open, the same as they sent to the Landlord at the time. The Tenant did not specify what the particular issue was with the refrigerator.

The Landlord's evidence contains specific messages concerning the refrigerator that was not working correctly. In their timeline, the Landlord noted the Tenant's notice to them about this particular issue, and the refrigerator issue was resolved on August 9.

- p. As above, this is a 20% reduction of rent for the period of one week. The Tenant notified the contractor about the issue on August 14. Evidently this was an issue

stemming from the electrician's work in repairing the refrigerator outlet. They confirmed with the contractor that the oven was fixed by an electrician on August 15.

- q. This is a 5% reduction in rent for a one-week time period. The Tenant provided an image of a floorboard not fully secured to the floor beside a wall. The Tenant noted this and provided this image to the Landlord in their email of August 7.
- r. The Tenant described "toe kicks" in the hearing as baseboards. They sent a single image of this to the Landlord on August 7. This amount is a 5% reduction in rent for a one-week time period.
- s. The Tenant provided an image of this to the Landlord on August 7. This amounts to a 5% reduction in rent for a one-week time period.
- t. This is a 20% reduction in rent for a one-week time period. The Tenant did not list this specifically in the August 7 email to the Landlord.
- u. This is a 20% reduction in rent for the period of three weeks. The Tenant provided a photo of this in their evidence, the same as what they sent to the Landlord on August 7.

In their timeline, the Landlord noted that on September 6 the Tenant confirmed that closet shelves were not yet completed.

On September 23 the Landlord told the Tenant they were reviewing their communication, "to recap the number of days we have been working on this project and also need a count for the days you were not living in the unit." The Tenant responded to say the timeline, in total, was March 27 to September 23. The Tenant also stated they were "displaced from [their] home" for 5 weeks (July 16 to August 15). They added one additional week because "out place was not actually move in ready on August 15."

On September 30, the Landlord offered compensation to the Tenant:

- 20% rent reduction "from the date of loss to all deficiencies being completed. More accurately, this was March 27, 2022 to September 23, 2022.

The Tenant on their worksheet stated this was 20% reduction for 3 months rent, and 20% reduction for July 1 – 15.

- 100% rent reduction from July 16, 2022 to August 15, 2022, noting the Tenant was not able to live in the rental unit from July 16, 2022 to August 5, 2022.
- \$200 for the time the Tenant was waiting on repair to the blinds and closet shelving, from August 16 to September 23.

The Landlord noted they “will be asking insurance to reimburse you for \$3816.66.”

Analysis

The Landlord’s obligation to provide and maintain a residential property in a suitable state of repair is set out in s. 32 of the *Act*. This is a state of decoration and repair that “complies with the health, safety and housing standards required by law”, and suitability for occupation by a tenant.

A “service or facility” is defined in the *Act* as items agreed to be provided by a landlord to a tenant of a rental unit. This includes appliances, and laundry facilities.

The *Act* s. 27 provides that a landlord must not restrict or terminate a service or facility if it is essential to a tenant’s use of the rental unit as living accommodation, or it’s a material term of the tenancy agreement. A landlord may restrict a service/facility with 30 days’ written notice, and reduce the rent accordingly, “in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.”

Under s. 7 of the *Act*, a landlord or tenant who does not comply with the legislation or their tenancy agreement must compensate the other for damage or loss. Additionally, the party who claims compensation must do whatever is reasonable to minimize the damage or loss. Pursuant to s. 67 of the *Act*, I shall determine the amount of compensation that is due, and order that the responsible party pay compensation to the other party if I determine that the claim is valid.

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. To be successful in a claim for compensation for damage or loss an applicant has the burden to provide sufficient, compelling evidence to establish all of 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 provided their succinct summary in the hearing of what they feel were basic breaches in place by the Landlord. These were the “frustration of the contract”, their loss of quiet enjoyment, and the risk to their health and safety.

On the first point, I provided clarity to the Tenant on the terminology: a contract is frustrated where, without fault of either party, it becomes incapable of being performed because an unforeseeable event has changed the circumstances that fulfillment is now impossible. I don’t see that a nullity of the tenancy agreement occurred here, and I find that the Tenant referred instead to their own frustration during the protracted period of replacement of flooring in the rental unit. I consider the Tenant’s level of frustration, as well as the other two concepts where appropriate under each piece of the Tenant’s claim, analyzed below.

i. 4 months living impacts:

- a. In line with s. 27, I find laundry is essential to the Tenant’s use of the rental unit as living accommodation. For this reason, I grant the Tenant a rent reduction for the period of time they were without the use of laundry in the rental unit, minus the time they were away from the rental unit on their own separate sojourn, up until the date when the work was completed, with laundry in place. These dates are March 27 through to August 9, 2022. The Tenant did not dispute they were away from the rental unit completely from April 29 to May 15; therefore, I reduce an amount granted to the Tenant for this by the period of two weeks.

I reduce the amount of rent by 10% accordingly for this period of time the Tenant was without laundry in the rental unit, either through not having machines installed at the start of the process, or not having moved back into the rental unit, for the latter part of the work. Laundry is not a daily-use facility, as compared to other amenities, such as appliances to cook meals.

The exact number of days is 161. Dividing the full rent amount for each months’ number of days, then factoring in 10% comes to a rent reduction of \$913.99 in

total. By s. 65 of the *Act*, I authorize the Tenant to reduce future rent by this amount, incrementally as specified below.

The Tenant did not provide receipts or any other record of amounts they actually spent to do their laundry. The Landlord specified this to the Tenant early on in this process. I do not rely on the Tenant's own estimate for this type of work, minus evidence of actual expenses to them.

- b. The Tenant did not provide evidence of their insurance policy. There is no proof of their premium value in the record. Additionally, I grant no award for a hypothetical situation as they submitted here, *i.e.*, the occurrence of another event that would involve their insurer. With no proof of their insurance policy in the evidence, I dismiss this piece of the Tenant's claim.
- c. The Tenant presented their TV was affected by moisture damage. They presented no invoice of the purchase value of the TV, and I find any damage to the TV (not proven) did not arise through any breach of the *Act* by the Landlord. This piece is dismissed.
- d. As above, I dismiss this piece for lack of evidence and a specious claim on damage to these items.
- e. I find the Tenant did not quantify the actual timeline of their estimate of 20 hours. That is to say, they have not established the value of the damage or loss. They gave no specifics on the accommodation they had to resort to in the short-term, and no specifics on the process involved. I find their value here is based on an estimate without sufficient detail. There is insufficient evidence of the actual work involved for me to link this necessity back to any action or inaction of the Landlord that would constitute a breach.
- f. On this point, I accept the Landlord's point that the Tenant had merely to ensure all items were out of the way for the floor replacement. I find this was *not* as the Tenant described more broadly, getting everything out of the rental unit on very short notice. Again, the Tenant made no reference to or description of the items they needed that were essential for a short-term stay elsewhere. Minus this information, the Tenant's calculation of hours involved is impossible to quantify. I dismiss the claim for this reason; the Tenant gave insufficient evidence to establish the value.

- g. The Tenant did not present this in terms of actual hours. To grant an award for this loss, I would expect to see a day-by-day accounting of the real impact on their time; however, the Tenant provided what I find is a very broad estimate. Additionally, it was not clear, with the onus being on the Tenant, that they were solely responsible for facilitating the entry of contractors, insurance, etc. Certainty on this piece of the claim, based on an accurate assessment, is not here, and they presented no information that the Landlord was not helpful or otherwise stymied the process involved, thereby causing extra time to the Tenant.
- h. There is no information in the record about black mould. I find the Tenant is speculating on its presence given that the situation involved an excess of moisture at some point from a leak. I dismiss this piece of the Tenant's claim, with no evidence that a damage or loss exists.
- i. On October 11, in response to the Tenant's detailed claim as set out in their worksheet, the Landlord (correctly, I find) stated to the Tenant that "insurance . . . covers loss, not forms of hardship." They also identified to the Tenant that "it's the onus of both landlord and tenant to mitigate such losses as much as possible." I agree with the Landlord that the Tenant maintained occupancy in the rental unit, and I find the Landlord even appealed to the insurer to increase the number of days that the Tenant was not present in the rental unit, conceding (to a limited degree) on the Tenant's point that they were "unable" to live in the rental unit.

Fundamentally, there was no breach by the Landlord in causing the issue of leakage, or its repair. In no way is the Tenant entitled to the full amount of rent for the period of April to August 2022. That would imply the Tenant had no access or any other rights in regard to this tenancy which is not the case.

I find the important period in question was July 16, 2022 to August 5, 2022, by which date the rental unit was ready for the Tenant's return, aside from the minor deficiencies. This is a period of 20 days. I grant the Tenant a full rent reduction – as offered by the Landlord – during this time period only. Dividing each month's full rent amount by the number of days, I grant \$1,375 in total to the Tenant for the displacement during the floor replacement period. As above, this will be a future rent reduction to the Tenant.

- ii. "1-Month Displaced impacts"

- j. There is no evidence the Tenant utilized Uber in this timeframe. I would expect to see evidence of the actual distance involved, even if only to show this was the only option available to the Tenant in these circumstances. With no proof of the expenses to the Tenant such as invoices, I am not satisfied of the fact that the Tenant actually utilized Uber in this timeframe, and I dismiss this piece.
- k. As well, the Tenant gave no specifics on the accommodation they had to rely on for the short-term period. There is no proof of the actual size/dimensions involved; therefore, I dismiss this piece for which the Tenant provided no evidence.
- l. As above, there is no invoice or other information on any temporary measures for utilities. I am not satisfied in fact that this was an actual expense incurred by the Tenant, with no proof thereof. I dismiss this piece.

iii. *“Move Back In”*

In general, the Tenant presented this piece to the Landlord – both at the time, and in this dispute process – as the rental unit not being “move-in ready.” after the completion of work. I don’t see that was some standard to be adhered to throughout the process involving replacement of the floor. That is nowhere set out in the legislation, or the tenancy agreement, and the Tenant presented nothing to show that some standard as such was in place with their own insurer. If the Tenant is relying on completion of work as a matter of common courtesy to them, then I find the Landlord responded to matters as quickly and efficiently as possible, as is evident in the record the Landlord presented of their constant communication on the issues. I find, for this entire category, that there was no breach on the part of the Landlord.

- m. I am not satisfied, from the Tenant’s evidence, of a damage or loss or other diminution to the tenancy because of the blinds. I fail to see the link between a plumbing issue that caused more widespread damage to the flooring requiring a moderately large job of floor replacement being related to any issues with the blinds. Further, I am not sure how this relates to any breach of the sections of the *Act* set out above by the Landlord. I find the Landlord made an offer to assist the Tenant with this feature in the rental unit, doing so in good faith as they stated, even though it appears any issue with the blinds fell within the responsibility of the contractor. I dismiss this piece of the Tenant’s claim, not

seeing any breach by the Landlord, and not being satisfied of any loss to the Tenant.

- n. I am not satisfied any inadequate clean-up from the ongoing project posed any difficulty to the Tenant, beyond a mere inconvenience. I find an estimate of one hour for this very small piece of effort is an inflated estimate of time for what the picture shows is few boxes of laminate flooring, and the urgency of having this material moved was not stated by the Tenant. The Tenant should take this issue up with the contractor directly.
- o. I find the refrigerator not working is not, strictly speaking, derived from any breach by the Landlord. This was an issue that was rectified as soon as possible. The Tenant claimed one week of reduced rent for what was resolved within a period of three days prior to their move back into the rental unit. The Tenant stated the Landlord's depiction of the timeline was accurate. I find this minor issue preceded the Tenant's move-in back to the rental unit on August 13; therefore, this posed no inconvenience to them.
- p. I make the same finding for the residual issue with the oven as that of the refrigerator, above. The Tenant was not in the rental unit at the time; therefore, there was no loss to them.
- q. As per the Landlord's timeline that the Tenant verified as accurate, this issue preceded the Tenant's move back into the rental unit. Though the Tenant presented that remaining issues meant the rental unit was not "move-in ready", I find they did not present that these issues prevented them from moving back in. Stated thus, the remaining deficiencies posed no difficulty of any sort to the Tenant, aside from them having to identify and query on these issues. This does not derive from any breach by the Landlord, and existed as minor residual difficulties that would arise in any sort of contractor work. Further, the Tenant claiming for one week of reduction in rent when they were not present in the rental unit is not in line with the principle of mitigation.
- r. As above, I dismiss this piece of the Tenant's claim.
- s. As above, I dismiss this piece of the Tenant's claim.

- t. I find the shelves incorrectly placed in the pantry – not identified in any photo, or even presented by the Tenant to the Landlord in early August – posed any inconvenience to the Tenant. I dismiss this piece of the Tenant's claim.
- u. As above, I find this posed no inconvenience to the Tenant. It is not reasonable that the Tenant could not rectify the issue of shelves on their own, by hanging or adjusting the shelves on their own, within a period of three weeks as claimed. That is not in line with the principle of minimizing their claim for damages.

In total, I grant the Tenant a total of \$2,288.99 as rent reduction, detailed above. I round this up to \$2,289.

The Tenant was minimally successful in this Application; therefore, I grant \$50 as reimbursement of the Application filing fee. Added to the above granted amounts, the amount by which the Tenant may reduce future rent is \$2,339.

I authorize the Tenant, as per s. 72(2)(a) to reduce their upcoming rent as follows:

- a \$1,000 reduction in rent from their May 2023 rent amount
- a \$1,000 reduction in rent from their June 2023 rent amount
- a \$339 reduction in rent from their July 2023 rent amount.

In line with my findings above, I dismiss the Tenant's Application on all other points, without leave to reapply.

Conclusion

I authorize the Tenant a series of three one-time rent reductions, totalling \$2,339, as set out above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: April 22, 2023

Residential Tenancy Branch