DECISION

Introduction

This hearing dealt with the Tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- authorization to recover the filing fee for this application from the Landlords under section 72 of the Act

and

- an order for the Landlords to make repairs to the rental unit under sections 32 and 62 of the Act
- authorization to recover the filing fee for this application from the Landlords under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The parties appeared before the Residential Tenancy Branch on these issues for a facilitated settlement conference on June 10, 2025, and were adjourned to participatory hearing.

The Landlords confirmed that they were served with the Proceeding Package by the Tenant in advance of the facilitated settlement hearing, such that I find they were sufficiently served with the Proceeding Package for the purposes of the Act pursuant to section 71(2) of the Act.

Service of Evidence

The Landlords confirmed having received evidence from the Tenant in advance of the facilitated settlement conference, and additional evidence by email on July 6, 2025. I find that the Landlords were sufficiently served with evidence for the purposes of the Act pursuant to section 71(2) of the Act.

The Tenant confirmed having received evidence from the Landlords in advance of the facilitated settlement conference, and addition evidence by email on July 4, 2025. I find that the Tenant was sufficiently served with evidence for the purposes of the Act pursuant to section 71(2) of the Act.

Preliminary Matters

In a separate dispute, the Landlords were granted an Order of Possession effective July 31, 2025, ending the tenancy. The Tenant applied for Review Consideration of that decision which was denied and the decision and order upheld on July 11, 2025, the date of the present hearing.

Because the tenancy is ending on July 31, 2025, the issues identified in the second application, specifically the application for an order for the Landlord to make repairs to the rental unit, are no longer relevant. I permitted the Tenant to withdraw this application at the hearing.

Because the Tenant did not receive the decision upholding the Order of Possession until the date of the hearing, I find that they were unable to withdraw that application before the hearing. Had they done so the filing fee for the second application would have been refunded to them by the Residential Tenancy Branch.

Pursuant to section 59(4) of the Act, I find that the circumstances do not warrant the fee for the second application being collected and waive the fee for the second application only. The $100.00 filing fee for the second application will be refunded to the Tenant by the Residential Tenancy Branch.

Issues to be Decided

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order to allow the Tenant 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 from the Landlords?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but **will refer only to what I find relevant for my decision**.

The parties agree that the tenancy began on June 15, 2023, and that current monthly rent is $2,078.00 due on the 15th day of the month. The Landlords received a security deposit from the Tenant on May 20, 2023, in the amount of $975.00.

The parties agree that an incident occurred on October 9, 2023, in which dangerous levels of CO2 were detected in the rental unit. One of two detectors in the rental unit failed to alarm, and the Fire Department determined that the sensor on the one had been taped over. The Tenant said the tape was not obvious or previously observed. The CO2 detector in the bedroom alerted them to the issue.

The Tenant was briefly evacuated while the rental unit was aired out, and the source of the CO2 was investigated. The Tenant was told it was safe to return to the rental unit and was provided with a "Notice of hazardous condition" by FortisBC. The notice says that gas was turned off to the range appliance and that "Range hood vent does not ventilate outside. CO2 builds in home when stove is used".

The Tenant said in their affirmed testimony that they did not seek or require medical treatment. The Tenant said that she experienced emotional distress because of the incident and applied for compensation in the amount of $800.00.

Further, the Tenant was unable to use the oven and stove until a replacement was installed on November 5, 2023. The Landlords ordered an electric stove and oven unit on October 16, 2025. The Tenant applied for a reduction in rent for this period, in the amount of $1,000.00 which they said is approximately half the rent for the period.

During this period, the Tenant was able to cook using only a microwave or Instant Pot. The Tenant said that culturally, she prepares three hot meals each day on the stove. She does not eat cold food or cereals for breakfast. The Tenant added that microwaveable food is more expensive than food she can prepare on a stove. The Tenant otherwise had full access to and use of the rental unit during this period.

The Landlords said in their affirmed testimony that they were out of the country at the time of the incident but were responsive through Facebook Messenger. They returned to the country on October 13, 2023, and met immediately with the Tenant on October 14, 2023.

With respect to the CO2 detector, the Landlord had no knowledge of the device being taped over or issues with CO2 in the rental unit. They presume the previous tenant may have done that. The Landlords live above the rental unit and for a time their family member lived in the rental unit, such that it would not benefit them to tamper with the device.

The Landlords met with tradespeople on October 14 and 15, 2023, to further investigate the issue and ordered the new appliance on October 16, 2023. They specifically ordered an electric stove and oven to eliminate CO2 exposure. There were supply and delivery delays and the appliance was successfully delivered and installed as of November 5, 2023.

The Landlord said that they checked in with the Tenant repeatedly, and that had the Tenant raised concerns they could have loaned her a hot plate. The Tenant said the messages were polite to maintain the relationship.

Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

Section 32 of the Act states that a landlord must provide and maintain residential property in a state or decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by the tenant.

I that the Tenant failed to establish on a balance of probabilities that the Landlords failed to comply with the Act with respect to the failed CO2 detector. First, there is no evidence before me that multiple CO2 detectors are required within a rental unit to comply with health, safety and housing standards required by law. Second, I find that it is more likely than not that the unit was tampered with by a previous tenant and that this was not obviously observable, and that the Landlords' acted prudently upon learning of the issues. The second detector in the bedroom functioned properly to alert the Tenant to the dangerous levels of CO2 in the rental unit.

Further, I find that the Tenant failed to establish on a balance of probabilities that loss or damage resulted from this failure to comply and provided no explanation as to how she arrived at the value of $800.00. The Tenant did not establish that there had been ongoing exposure to CO2 and confirmed that medical treatment was not necessary.

For the above reasons, the Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

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

Section 27 of the Act states that a landlord may terminate or restrict a service or facility, that is not a material term or is essential to the tenants' use of the rental unit as living accommodation, if they give 30 days' notice in the approved form and reduce the rent in an amount that is the same as the reduction in value of the tenancy.

Section 65 of the Act allows an arbitrator to make an order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement for repairs, services or facilities agreed upon but not provided.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Tenant has established a claim for a rent reduction for services or facilities agreed upon but not provided.

I find however, that the reduction in the value of tenancy purported by the Tenant is high. The Tenant was without a stove and oven for 27 days of a rental period and had otherwise full access to and use of the rental unit. The Tenant was not prevented from using the kitchen for other purposes, though I accept that her primary method of cooking was over the stove and that alternatives were expensive or inconsistent with her culture and diet.

The monthly rent at the time the incident occurred was $1,950.00 per the original tenancy agreement submitted in evidence. I find an appropriate reduction in the value of the tenancy to be 20%, including the hours she was displaced from the unit when the high CO2 levels were detected.

Therefore, I find the Tenant is entitled to an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act, in the amount of $390.00.

Is the Tenant entitled to recover the filing fee for this application from the Landlords?

As the Tenant was successful in their application, I find that the Tenant is entitled to recover the $100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant the Tenant a Monetary Order in the amount of **$490.00** under the following terms:

Monetary Issue	Granted Amount

an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act	$390.00
authorization to recover the filing fee for this application from the Landlords under section 72 of the Act	$100.00
Total Amount	**$490.00**

The Tenant is provided with this Order in the above terms and the Landlords must be served with **this Order** as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

The Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 60 of the Act 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 Act.

Dated: July 14, 2025

Residential Tenancy Branch