



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MT, MNR, MNDC, RR, FF

Introduction

This matter dealt with an application by the Tenant to recover the cost of emergency repairs, for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding. The Tenant confirmed that the tenancy has ended and as a result, he withdrew his application for more time to cancel a Notice to End Tenancy and for an order reducing rent for repairs, services or facilities agreed to but not provided.

At the beginning of the hearing, the Landlord confirmed that he had not served the Tenant with his evidence package and as a result, the documents he provided as evidence at this hearing are excluded pursuant to RTB Rule of Procedure 11.5(b).

Issues(s) to be Decided

1. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

This tenancy started on April 1, 2009 and ended on October 6, 2010 when the Tenant moved out. Rent was \$750.00. The rental unit is a cottage that is situated on the same property as the Landlord's residence.

The Tenant said that the Landlord's dogs chewed a pair of his running shoes and he sought to be reimbursed \$212.79 for that expense. The Tenant also claimed that the Landlord's dogs chewed a network data cable that he had installed and he sought to be reimbursed \$60.00 for this expense. The Landlord said he had no knowledge if his dogs caused the damages because there was another tenant on the rental property that had a dog as well as dogs from neighbouring properties that frequented the rental property. The Tenant argued that the Landlord had reimbursed him in June for a pair of sandals that his dogs had chewed and therefore admitted responsibility. The Landlord said he did not know if his dogs chewed the Tenant's sandals but agreed to reimburse him nevertheless and advised the Tenant not to leave his footwear on the ground outside the rental unit in the future (which he failed to do). The Tenant also argued that the Landlord dug a trench to bury the network cable which showed that he was

responsible for the damaged cable. The Landlord claimed that it only made sense to bury the cable so that he would not run over it with his lawn mower.

The Tenant also said that there was a rodent infestation in the rental unit and that the Landlord did not take reasonable steps to deal with it. The Tenant acknowledged that the Landlord hired an exterminator who trapped some mice and sealed off areas of entry into the rental unit. The Tenant also admitted that the Landlord came to the rental unit on a couple of occasions to removed damaged insulation from the crawl space and do some cleaning, however, the Tenant argued that this was insufficient and that he had to spend a further 6 hours of his time to clean his storage bins and the crawl space with a proper cleaning product to remove the smell of urine and feces. The Landlord claimed that there would only have been very little insulation left for the Tenant to remove and that any further cleaning should only have taken approximately one hour at the most. The Landlord also argued that a special cleaning solution was not necessary to remove any odours but rather it could be resolved by ventilating the area as recommended by the exterminator. The Landlord admitted that he and the Tenant discussed the Tenant doing some cleaning and being compensated for it but claimed that he told the Tenant he wanted to discuss the terms first.

Analysis

In this matter, the Tenant has the burden of proof and must show (on a balance of probabilities) that the Landlord (and his dogs) was responsible for the damage to his belongings. This means that if the Tenant's evidence is contradicted by the Landlord, the Tenant will need to provide additional, corroborating evidence to satisfy the burden of proof. Given the contradictory evidence of the Parties as to whether the Landlord's dogs were responsible for the damage in question and in the absence of any reliable, corroborating evidence, I find that the Tenant has not provided sufficient evidence to show that the Landlord's dogs damaged his shoes or a network cable and those parts of his claim are dismissed without leave to reapply.

Section 32 of the Act (in part) that a Landlord must provide and maintain residential property in a state of decoration and repair that complies with health, safety and housing standards required by law and that makes it suitable for occupation by a tenant. Consequently, the Tenant also has the burden of proof to show that the Landlord failed to exercise his duty under s. 32 to maintain and repair the rental unit. The Tenant also has the burden to show that it was reasonable in the circumstances for him do the maintenance and repairs on the Landlord's behalf.

I find that there is insufficient evidence that the Landlord failed to exercise his responsibilities under s. 32 of the Act given that he contacted an exterminator very

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shortly after the rodent infestation was reported to him by the Tenant. I also find that the Landlord took reasonable steps to remove damaged insulation and to clean out the crawl space area. However, I also find that the Landlord agreed that the Tenant could do further work to the crawl space area and asked the Tenant to speak to him first so that they could come to terms as to what needed to be done and how much the Tenant would be compensated. Instead, I find that the Tenant did the work without consulting the Landlord and later submitted a bill to him for what he claimed he had done. In the circumstances, I find that the Tenant cannot now seek to recover compensation for all of the work that he did when it was not approved by the Landlord.

The Landlord claimed that it should only have taken one hour to clean the crawl space and that a special cleaner was not required. However, the Tenant's evidence was that he also had to clean urine and feces off of his storage bins (which required an enzymatic cleaner) and dispose of other items that had been destroyed by the rodents. In the circumstances, I find that the Tenant should be compensated for 3 hours of his time at a rate of \$25.00 per hour plus the cost of the enzymatic cleaner for a total of \$104.24 (ie. \$75.00 + \$29.34). As the Tenant has only been partially successful on his claim, however I find that he is entitled to recover only one half of his filing fee for this proceeding or \$25.00.

Conclusion

A Monetary Order in the amount of **\$129.35** has been issued to the Tenant and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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: October 22, 2010.

Dispute Resolution Officer