



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, ERP, RP, RR

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant.

The Tenant filed seeking a monetary Order for compensation for damage or loss, return of the security deposit or pet deposit, emergency repairs, repairs to the unit, site or property, and for a rent reduction for repairs, services, or facilities agreed upon but not provided. The Tenant provided affirmed testimony that she personally served the Landlord at the Landlord's place of work at 3:10 PM on October 01, 2011 with the Application and Notice. The Tenant testified that other Tenants from the lower rental unit accompanied her at the time of service. I accept the Tenant's evidence that the Landlord was personally served with the Application for Dispute Resolution and Notice of Hearing in accordance with section 89 of the Act.

The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order for emergency repairs, compensation for damage or loss, repairs to the unit site or facilities, or a rent reduction?

Is the Tenant entitled to return of her security deposit or pet deposit at this time?

### Background and Evidence

The Tenant testified that she is one of four tenants who reside at the upper rental unit and that each tenant in the upper rental unit has an individual tenancy agreement with the Landlord. The Tenant testified that she has a verbal tenancy agreement with the Landlord to pay \$375.00 per month rent and that she paid a security deposit of \$187.50 and a pet deposit of \$200.00 when she commenced her tenancy on June 10, 2011. The Tenant testified that on May 12, 2011, prior to her tenancy commencing, the Landlord had verbally agreed to clean and service the septic before she moved in.

When this did not occur she verbally complained to the Landlord. The Tenant testified that the Landlord's husband came to the property and dug a hole to relieve the septic; however this did not resolve the septic issue as the hole filled up with sewage. The Tenant testified that she spoke with the Landlord about this and was told to take a pail and empty the contents of the hole onto the lawn for now. The Tenant declined to do so.

The Tenant testified that neighbours had also noticed the septic leakage as they were concerned it was affecting their property as well, and the Tenant told them to contact the Landlord to resolve the issue. The Tenant testified that she has not put any of her requests in writing to the Landlord and she has not made any contact with the City or Health Authority regarding the condition of the septic. The Tenant testified that she has not suffered any monetary loss at this time and she has undertaken no repairs to the septic. The Tenant has given the Landlord one month's written notice that she will be moving out. The Tenant testified that she has not provided a forwarding address in writing to Landlord at this time.

### Analysis

There is an absence of evidence for me to determine the condition of the septic and the urgency of any repairs. The onus is on the applicant, the Tenant, to provide evidence of the condition of the septic, the affect on her tenancy, and evidence of attempts she has made to resolve the issue. If find that the Tenant has not met this onus. Additionally, I find that the Tenant has not mitigated the situation; she has failed to provide a written request to the Landlord specifying her request for the septic to be fixed and a timeline to do so, as well the Tenant has made no contact with the City or Health Authority to obtain their intervention, inspection, and assessment of the septic situation and whether it is an emergency that the Landlord is required by law to repair immediately. The Tenant has not provided any detailed calculation that any amounts are owed to her and she testified that she has not incurred any losses at this time.

Additionally, I also find that the Tenant is premature in requesting the security deposit and pet deposit at this time; the Tenant has not provided the Landlord with a written request for return of the deposits with her new address in writing and the tenancy has yet to end.

### Conclusion

The Tenant's Application is dismissed.

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 12, 2011.

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Residential Tenancy Branch