



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, RR

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$845.00, a request to reduce the rent for repairs, services or facilities agreed upon but not provided, and request the recovery of the filing fee.

### Background and Evidence

The applicant testified that:

- The water the rental property is unusable for either drinking, or doing laundry or dishes as it is extremely brown and has a very high rust content, and has a strong rotten egg smell.
- They have tried washing clothes in the water however it turns all their clothing brown, and therefore as a result they've had to do all the laundry at a Laundromat.
- They also have a subtenant renting from them and the subtenant also has to do all his laundry at the Laundromat.
- Further both they and the subtenant have to purchase water for drinking and cooking purposes.

- There therefore requesting compensation's of \$25.00 per week for their own laundry, \$20.00 per week for the tenant's laundry, and \$20.00 per week for the cost of drinking water for themselves and their subtenant, for a total of \$65.00 per week.
- The landlord agreed that the storage shed would be empty out for them to use, however this has never been done and therefore they are requesting a rent reduction of \$125.00 per month until the storage shed is emptied out so that they can use it.
- The hot water heater broke down on the rental property and was not repaired in a timely manner and therefore they had to have the hot water heater replaced. They are therefore the requesting an order allowing that deduction from the rent.
- Their dog got caught in a leg hold trap that was on the property and as a result we have had significant veterinary bills, and originally the landlord agreed that they could forgo paying the September 2012 rent to cover the cost of those bills, however now the landlord has gone back on that agreement. They are therefore requesting an order that the September 2012 rent has been paid.
- There is also an RV parked on the property, and although they originally agreed to allow it to remain on the property, they now request that it be removed as it interferes with their parking. The landlord had originally agreed to supply a snowblower and has failed to do so and therefore because of the RV, their parking is severely restricted.
- They're also asking that the landlord repair the thermostat to the fireplace, repair the blinds, and deal with a pest problem underneath the trailer.

The respondent testified that:

- Due to complaints from the tenant he had the water at the property professionally tested and analyzed, and the analysis shows that the water on the property is drinkable and within normal health standards.
- This is a rural property where the water is supplied by well, and the landlords lived on this property for the seven years prior to the tenants moving in and they used the water for cooking and for doing laundry without having any problems.
- They did not drink the water, however that was only by choice not because it was not drinkable.
- Because this is well water, the iron levels in the water fluctuate, and if it's a problem for the tenants they feel the tenants should supply their own water filter system.
- The storage shed on the rental property were never included in the tenancy agreement as the landlords wanted to store belongings in the shed and in fact

left their own padlocks on the shed to ensure that the belongings would be secure.

- The tenants cut the padlocks off of the shed without permission to do so which worries the landlords as to whether their belongings will remain secure.
- They do not dispute the tenants request to deduct the cost of the hot water tank from the rent, and they accept that deduction from the November 2012 rent.
- They do not agree to allow the tenants to not pay the rent for September 2012 however, because the tenants have never provided any proof of the costs of veterinary bills resulting from a leg hold trap, nor have they ever shown them evidence of the leg hold trap.
- He did send an e-mail to the tenants at one point asking whether they would agree to the vet bill being covered by September 2012 rent, however no agreement was ever reached as no proof was ever given of the cost of any veterinary bills.
- They are fully willing to repair the fireplace thermostat, and the blinds.
- The tenants have never supplied them with any evidence of a pest problem however, if the tenants are able to supply evidence of a pest problem they are certainly willing to have an exterminator deal with the issue.
- They are not willing to remove the RV. The tenants agreed at the beginning of the tenancy that the RV would remain on the property, and in fact the RV has now been fully winterized, and covered with tarps. Further the RV only has summer tires and since there is an extensive amount of snow in the area it would be impossible at this time to remove the RV. Further they never agreed to supply a snowblower to the tenants.

### Analysis

### Water

The tenants are asking for a monetary order of \$845.00 to cover what they claim are their costs of doing laundry at a laundromat, and purchasing water for cooking and drinking, however the tenants have supplied no evidence of these alleged laundromat costs and water costs.

In the absence of any evidence of the above costs I'm not willing to issue any order for compensation or rent reductions.

It is my finding however that the tenants have shown that the water at the rental property is causing rust colored staining to their clothing and to the bathtub and toilet and therefore the landlord should be dealing with this rust issue, however; the tenant did not apply for a repair order, only compensation, and therefore no such order is issued.

If the landlord does not deal with the rust issue, the tenants can apply for a repair order through the Residential Tenancy Branch.

### Storage

I deny the tenants request for compensation for lack of storage as there is no evidence to show that the storage sheds on the property were included in the tenancy agreement.

The fact that the landlords left the storage areas padlocked and with their own belongings in these storage areas, suggested to me that they were not included.

### Hot water tank

The tenant has the deducted the cost of the hot water tank from the November 2012 rent, and the landlord has stated that they are accepting this deduction, and therefore no order is required here.

### Veterinary bills/September rent

It is my decision that I will not allow the tenants request to forgo paying September 2012 rent to cover the cost of veterinary bills, as the tenant has not supplied any evidence of those veterinary costs. The landlord had sent the tenant an e-mail asking whether they would accept not paying the September 2012 rent to cover the veterinary costs, and the landlord is still stating that if evidence is supplied of those costs an agreement can be reached; however it is my finding that since the tenant has never supplied copies of the veterinary bills to the landlord, or to this hearing, they are still required to pay the full September 2012 rent.

### Thermostat and blind repair

Landlord stated that the hearing that they are fully willing to repair the thermostat and the blinds at the rental unit, and therefore this is no longer an issue. If the repairs are not done within a reasonable time the tenant can apply for a repair order through the Residential Tenancy Branch.

### Pests

I will not issue any order against the landlords to deal with a pest problem, because the tenants have provided no evidence of the pest problem to the landlords or to this hearing. The landlord has stated that if such evidence is provided they will have an exterminator deal with the problem. I would suggest therefore that if evidence does exist; the tenant should provide that evidence to the landlords and request that the issue be dealt with.

### RV

I also make no order regarding the RV, because the tenants agree to allow the RV to stay on the rental property and they are bound by that agreement.

### Conclusion

This application is dismissed in full 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: January 09, 2013.

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Residential Tenancy Branch

