



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, RR, RP, LRE, MNDC

### Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or the tenancy agreement, an order to have the landlord conduct emergency repairs for health and safety reasons, an order to have the landlord make repairs to the unit, site or property, an order to suspend or set conditions on the landlords right to enter the rental unit and an order to allow the tenant to reduce the rent for repairs, services, or facilities agreed upon but not provided. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlords were served with the application for dispute resolution and notice of hearing by personal service on February 26, 2014. The tenant gave affirmed evidence.

### Preliminary Matter

The landlords submitted a fax to the Branch requesting an adjournment of the matter. In the landlords fax they stated that they were leaving the country on February 28, 2014 to attend to a sick family member. The tenant was opposed to the adjournment. In the fax from the landlords they stated they may return on March 23, 2014, but may extend their stay depending on the condition of the family member. I am not satisfied that an adjournment is appropriate in this matter. The landlords have not given a definitive day that they would be returning nor did they explain how and why they were not able to dial in from the location. The landlords have stated that the family member is in a developed city yet have not explained their inability to call in. Based on the above I decline to adjourn the matter, I found that the landlords had been properly served with notice of the tenants claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or the tenancy agreement?

### Background and Evidence and Analysis

The tenant was the sole participant in this hearing. It is worth noting that the tenant was distraught and very emotional during the hearing. The tenant stated that all this made her “really sad” and she cried at times. It was difficult to get the tenant to focus on the application as made. The tenant seemed very disappointed, unorganized and very confused when asked questions. When I asked her to expand or clarify certain issues the tenant either ignored the question or gave an answer that was not related to the question.

The tenant gave the following testimony:

The tenancy began on or about October 1, 2013. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$600.00.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I address the tenants' claims and my findings as follows:

**Tenants First Claim-** The tenant stated that on January 5, 2014 she noticed some water leaking out from under the washing machine. The tenant stated that she investigated further and notice some mould formations on the wall. The tenant stated that she contacted the landlord

and he advised he would look into it three days later. The tenant stated that the landlord had contacted his insurance company to deal with the matter but after the insurance company made inquiries it was deemed that the landlord was not covered for not having responded to the leak within 48 hours. The tenant stated that due to the landlords not being covered by insurance for this, they do not have the money at this time to conduct the repairs. The tenant is seeking \$20.00 a week for the loss of use of the washing machine and dryer. Based on the undisputed testimony of the tenant and the photos provided I find that the tenant has established a claim for loss of laundry facilities, however I do not agree with the amount sought. I find the appropriate amount of compensation is \$75.00 and the tenant is entitled to that amount.

**Tenants Second Claim-** The tenant is seeking \$600.00 for “a compromised suite in its entirety, and loss of use of a dishwasher and faucet. The tenant was very vague in her description of this claim and was unable to be specific when questioned. Based on the above and the insufficient evidence before me I dismiss this portion of the tenants’ application.

**Tenants Third Claim –** The tenant is seeking \$50.00 for an increase in her hydro bill to cover for the industrial fans brought in to help dry out the unit. The tenant submitted a hydro bill for this claim but was unable to explain how she arrived at the amount sought. Based on the insufficient and unclear testimony and documentation before me I dismiss this portion of the tenants’ application.

**Tenants Fourth Claim –** The tenant is seeking \$200.00 for “no intercom access, no parking pass, and no fob” since October 1, 2013. The tenant was very unclear as to this claim as well. At the outset of the hearing she stated that she had a fob but later said she did not. The tenant stated that parking was included but later stated that she purchased a pass from the Strata. Based on the contradictory testimony before me I dismiss this portion of the tenants’ application.

**Tenants Fifth Claim –** The tenant is seeking \$320.00 for “time sitting there with the Restoration Company and workers”. I found the tenant to be contradictory when providing testimony for this claim. The tenant stated that the restoration company had done a quick visual inspection but later she stated they attended for two full days. The tenant had also stated that she had originally been there on both days but later changed her testimony that her mother sat with the company for a full day and she did the subsequent day. Based on the contradictory testimony before me I dismiss this portion of the tenants’ application.

**Tenants Sixth Claim** – The tenant is seeking \$50.00 for going back and forth to the local Laundromat to wash her clothes. The tenant did not provide any documentation or provide an explanation to quantify the amount sought. Based on the insufficient evidence before me I dismiss this portion of the tenants' application.

**Tenants Seventh Claim-** The tenant is seeking \$500.00 for aggravated damages as mould was growing on the wall. The tenant did not provide any documentation or testimony in this regard. I asked the tenant to specify what the claim was and her response was "it's all right there". Based on the insufficient evidence before me I dismiss this portion of the tenants' application.

**Tenants Eighth Claim-** The tenant is seeking \$30.00 for inhalers. The tenant provided receipts for this claim however was unable to provide information as to how this relates to the tenancy and how it's a claim the landlord should be responsible for. Based on the insufficient evidence before me I dismiss this portion of the tenants' application.

The tenant also made application to suspend or set conditions on the landlords' right to enter the rental unit. The tenant did not provide any testimony in this regard. The tenant submitted a brief written submission that stated she thinks the landlord illegally entered her suite on at least one occasion. Based on the insufficient evidence before me I decline to set any conditions and dismiss this portion of the tenants' application.

The tenant has made application to have emergency repairs conducted and repairs to the unit. I do not find that the unit is in a state of peril and that it requires emergency repairs to be conducted however I do find that the unit does requires repairs to be conducted. I do hereby order that the landlords provide a working washer and dryer to the tenant as soon as possible. I also order that the drywall and flooring where the washer and dryer are situated are to be cleaned, repaired and replaced; whichever is required; this to be completed as soon as possible. For every month that work is not done or that the tenant is without the use of the washer and dryer the tenant is entitled to reduce her rent \$100.00. The rent reduction will cease as soon as the above orders have been met. As for the rent payable on April 1, 2014 the tenant is to pay \$1025.00 which addresses the rent reduction as well as the finding made in the tenants first claim of this decision.

As the tenant has been only partially successful in her application I decline to make a finding in regards to the filing fee and the tenant must bear that cost.

Conclusion

The tenant is entitled to \$175.00 rent reduction for the month of April making the amount due \$1025.00. The rent due for May onward will be reduced by \$100.00 making the amount due \$1100.00 until the landlord provides a working washer and dryer and cleans, repairs, replaces, drywall and flooring as required in the laundry stall.

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: March 03, 2014

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Residential Tenancy Branch

