



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- an order to the landlord to make repairs to the rental unit pursuant to section 33.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord confirmed that the tenant handed him a copy of the tenant's dispute resolution hearing package on February 4, 2014. I am satisfied that the tenant served this package to the landlord in accordance with the *Act*.

Both parties confirmed that they received copies of one another's written evidence. The tenant testified that he provided the landlord with a DVD containing photographs of the rental premises, chiefly the dog feces at various locations of this property. Although the landlord confirmed that he had received this evidence, he said that he had not looked at the contents of the DVD because he sent it to the owners of the property. I find that all of the evidence, including the tenant's DVD, has been served by the parties to one another in accordance with the *Act*.

During the hearing, the tenant said that he has mental health issues and receives a disability payment each month. While it was sometimes difficult to keep the parties on task during this hearing and avoid arguing with one another, the tenant was able to express his concerns about this tenancy. I find that the tenant was fully capable of explaining why he was seeking a monetary award for what he considered to be a loss in the value of his tenancy due to the landlord's failure to properly address his concerns.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses in the value of his tenancy as a result of the landlord's actions or omissions? Should any other orders be issued to the landlord?

Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, miscellaneous letters and e-mails, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

This one-year fixed term tenancy for a basement rental unit in a 5-unit rental property commenced on October 24, 2013. Monthly rent is set at \$550.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$275.00 security deposit paid on or about October 24, 2013.

The tenant applied for a monetary award of \$1,750.00. Although the tenant had no breakdown of how he arrived at this figure, he provided sworn testimony and written and photographic evidence regarding the impact that poor lighting, the lack of a gated fence and a failure by one of the tenants to conduct regular removal of dog feces created by that tenant's dog was having on the tenant.

At the beginning of this hearing, the tenant confirmed that shortly after he notified the landlord of his application for dispute resolution, the landlord took action to improve the lighting on the rental property and to install a gated fence. Although he said that he would still like more lights in one area at the back of the yard of this rental property, he was generally satisfied with the repairs that the landlord has undertaken. The tenant's main concern appeared to be the delay in the landlord's attendance to commitments he allegedly made to undertake these modifications at the start of this tenancy.

The landlord testified that he replaced the light bulbs at the property once the tenant advised him that they had burnt out. He said that he had not done anything else to the lighting on the property and that had the tenant told him about the burnt out light bulbs earlier, they would have been replaced earlier in this tenancy. The landlord also confirmed that a gated fence has now been installed, which keeps one of the tenant's dogs from defecating in an area that is near the tenant. The landlord said that there are 14 people living in this rental property and that the tenant is the only person who has lodged complaints about the dog feces. The landlord entered into written evidence a copy of a letter from the tenant who owns the dog, which uses the backyard for defecating. That tenant maintained that once she was notified that the tenant had

issues with her regular weekly cycle of removing the dog waste from the yard, she increased the frequency of her attendance to this matter by removing dog waste twice per week.

Analysis

Section 32(2) of the *Act* places a duty on a landlord “to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.” If I am satisfied that the tenant has demonstrated that this level of care has not occurred, section 65(1)(f) of the *Act* allows me to issue a monetary award to reduce past rent paid by a tenant to a landlord if I determine that there has been “a reduction in the value of a tenancy agreement.”

The landlord gave sworn testimony that the tenant lodged a complaint to the municipal bylaw office which sent a representative to the site to inspect the conditions in the yard regarding the presence of dog feces. The landlord gave undisputed sworn testimony that the municipal official said that there no problem that the municipality needed to address. The landlord testified that most of the dog waste occurs in areas that are not normally accessed by tenants (e.g., a narrow area behind a garage).

Most of the tenant's photographs were to support his claim that there were “piles” of dog feces, sometimes as many as 12 or 15 across the yard, which is closest to his basement rental unit. At the hearing, the tenant clarified that the “piles” he was referring to were in actuality individual dog droppings.

While I have given the tenant's application careful consideration and have examined the tenant's photographic folio of dog excrement, I find that the tenant has fallen far short of the standard of proof required that would entitle him to any form of rent reduction or monetary award. I find that the landlord's actions in replacing the outdoor light bulbs and in installing a gated fence around the yard have resolved the issue to the extent required. The tenant with the dog has agreed to be more vigilant in removing dog waste from the yard where the dog defecates.

I find that there has been no devaluation in the worth of this tenancy resulting from dog feces that is left for a few days in a yard shared by all of the tenants in this building. I dismiss the tenant's application in its entirety without leave to reapply regarding this issue.

If the tenant is concerned about stepping in dog feces in this now gated area, he has a number of options, including the option of avoiding that area of the rental property altogether. If he wishes to live in a pet free property he may wish to discuss whether

the landlord would be willing to sign a mutual agreement to end this tenancy before the scheduled October 31, 2014 termination date for this tenancy.

If he has not already done so, I would suggest that the landlord speak with the tenant who owns the dog in question and request that the dog owner make more frequent trips to clean up dog feces on the rental property to reduce potential problems between the tenants.

Conclusion

I dismiss the tenant's application 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: March 27, 2014

Residential Tenancy Branch

