



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, O, RR, RP, ERP

### Introduction

This hearing dealt with an application by the tenant. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing. This matter was conducted over two dates to allow the parties to review each other's evidence.

### Preliminary Matter

The tenant had applied for a monetary order to recover the costs of emergency repairs, a monetary order for money owed or compensation for damage or loss suffered under the Act, regulation or tenancy agreement, an order to have the landlord make emergency repairs for health or safety reasons and an order to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided. The tenants advised that they were no longer pursuing these issues in this hearing, accordingly; I dismiss all of the items listed above. The tenants advised that they still wished to pursue the only remaining item from their application; an order to have the landlord make repairs to the unit, site or property. Both parties agreed to proceed on that basis.

### Issues to be Decided

Is the tenant entitled to an order to have the landlord make repairs to the unit, site or property?

### Background and Evidence and Analysis

The tenancy began on or about May 1, 2009. 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.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the tenants must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The tenant stated that three repair issues needed to be addressed, which are a leaky roof, an overflowing septic tank and a rat infestation.

I will address the tenants' repairs list and my findings as follows:

#### Leaky Roof

The tenant stated that roof has been leaking intermittently since 2010. The tenant stated that the cause of the leaking roof is the moss build up that lifts the shingles allowing water to seep in. The tenant stated that the plaster in the bathroom, dining room and living room has been damaged as a result. The tenant stated that he himself has power washed and scraped the moss off of the roof. The tenant stated the leaking stops after the roof is cleaned and only commences when the moss build up occurs again. The tenant stated that at this time there is not any leaks as he has pressure washed the roof again.

The landlords counsel disputed this claim. The landlords counsel stated that there is no damage to the plaster as claimed by the tenant and if there is a leak it is most likely the result of the tenant pressure washing the roof without the landlords consent.

In the tenants own testimony he stated that the roof is not leaking and that it is not an issue at this time. Based on the evidence and testimony provided by the tenant, I am not satisfied that there is a need to conduct any repairs to the roof at this time and I therefore dismiss this portion of the tenants' application.

#### Septic Tank

After several minutes of discussions the parties agreed that the landlord will have the septic tank pumped out and inspected for any repairs that may need to be conducted by no later than February 1, 2015. The parties also agreed that if the septic tank needs to be emptied sooner, the tenant is at liberty to immediately contact the landlords counsel and arrangements will be made to address the septic tank within 7 days.

### Rat Infestation

The tenant stated that due to the septic tank overflowing, it has attracted a large amount of rats. The tenant stated that once the septic tank is pumped out the rat problem virtually disappears. The tenant advised that as of today's hearing the septic tank is not overflowing and that the rats are not a problem. The tenant stated that he does not want this to be a recurring problem.

The landlords counsel stated that the rat issue is not a repair issue. The landlords counsel stated that even if it were the issue has been addressed with the landlords' agreement to inspect and empty the tank.

I agree with the landlords counsel. The tenants own testimony confirmed that there is not a rat infestation at this time nor did they have pest control confirm that there was one at any time. Based on the insufficient evidence before me and that the tenants acknowledgment that there is no longer a problem, I dismiss this portion of the tenants application.

### Conclusion

The parties agree that the landlord will inspect and empty the septic tank on or before February 1, 2015 or sooner if required. The balance of the tenants' 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: November 27, 2014

---

Residential Tenancy Branch

