



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RP, ERP, PSF, O

Introduction

This is an application filed by the tenant for a monetary order for money owed or compensation for damage or loss, an order for the landlord to make emergency repairs for health or safety concerns, an order for the landlord to make repairs to the unit, site or property and to provide services or facilities required by law.

The tenant attended the hearing by conference call and gave undisputed testimony. The landlord attended the hearing by conference call 21 minutes late into the hearing. Both parties confirmed receipt of the notice of hearing package and the submitted documentary evidence provided by the other party. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served. The landlord was given a summary of the tenant's claims that were already given and was given opportunity to provide testimony in dispute of them.

At the outset of the hearing, the tenant clarified that she has vacated the rental unit and as such, withdraws her applications for an order for repairs, an order for emergency repairs and an order for the landlord to provide services or facilities required by law. As such, no further action is required for these portions of the application for dispute.

Issue(s) to be Decided

Is the tenant entitled to a monetary order?

Background and Evidence

This tenancy began on April 1, 2014 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$600.00 payable on the 31st of each

month and a security deposit of \$300.00 and a pet damage deposit of \$300.00 were paid on April 1, 2014.

The tenant seeks a monetary claim of \$1,739.64 which consists of \$460.64 for Hydro Costs, \$336.00 for the cost of purchasing drinking water, \$168.00 for the cost of taking showers off site, \$600.00 in compensation equal to 1 months rent for the inconveniences and \$175.00 for moving costs.

The tenant states that after she had started her tenancy on April 1, 2014 she found out in May of 2014 that there was a boil water advisor that began in October of 2013 which she states that the landlord failed to disclose. The tenant states that this was brought to the attention of the property manager who said that the landlord was working on it. The tenant state that she began purchasing bottled drinking water while waited for the landlord to deal with the issue. The tenant seeks \$336.00 for recovery of the cost of purchasing drinking water because of the boil water advisor issued by the local health board. The landlord disputes this stating that the tenant could have just boiled the water prior to drinking it. The tenant also seeks \$168.00 for going offsite to take showers at \$2.00 on each occasion on 84 separate occasions. The tenant states that she did not think to keep any receipts/records for drinking water purchases or for the offsite showering. The landlord has submitted documentation from the local water authority for the landlord's permit application in February 2014 for a "Source Approval", an application to change a drinking water system, an application for waterworks construction permit dated April 9, 2014 and a letter dated November 20, 2014 refusing the landlord's proposal for a construction permit.

The tenant seeks compensation of \$460.64 for the cost of hydro including taxes as she states that hydro was included with the tenancy as per the tenant's submitted copy of the signed tenancy agreement. The tenant states that she was told at the beginning of the tenancy that she needed "to pay my own hydro". The tenant states that she discovered that her bills were large for summer in such a small place. The tenant stated that she had discovered power outlets that were for the common areas and lighting were attached to her fuse box. The tenant has submitted copies of all of her hydro bills in support of the claim. The landlord disputes this stating that hydro was not included in the tenancy and that he has submitted a copy of a signed tenancy agreement which shows that hydro was not included.

The tenant also states that she was also having issues breathing and that green mold was discovered on the bottom of her bedroom furniture. The tenant discovered that there was no insulation on floors. The tenant seeks compensation of \$600.00 because he Doctor told her to move because she was likely getting sick because of the mold and rats. The tenant states that she notified the landlord about the rats at the beginning of the tenancy. The landlord disputes that mold was ever reported, but confirms that the tenant did notify the landlord about the rats. The landlord states that when he was informed in August that he responded immediately and had a pest control attend. The landlord has submitted copies of receipts/invoices for the purchase of a pest sonic repeller from Lake Cowichan Home Hardware dated August 20, 2014, for the purchase of a pest sonic repeller from Lake Cowichan Home Hardware dated August 17,

2014, an invoice from Abell Pest Control dated October 1, 2014 for a monthly exterior pest control program, an invoice from Abell Pes Control dated October 7, 2014 for initial pest control service and set up. The tenant also seeks \$175.00 for moving costs as she states that the landlord had taken over 3 months to bring in pest control company to deal with rats after being notified. The tenant has submitted a copy of a hand written receipt from the tenant's witness, B.C. for charging the tenant, \$175.00 for moving.

Analysis

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.

On the tenant's claim for hydro of \$460.64, I find that the tenant has failed. Although the tenant has submitted a copy of all of the hydro bills and a copy of a tenancy agreement which includes hydro as part of the tenancy, the landlord has also submitted a copy of signed tenancy agreement where the hydro was not included. I find on a balance of probabilities that it would be unlikely that the tenant signing a tenancy agreement for which hydro was included would open a hydro account in her own name if it was included. I prefer the evidence in this claim of the landlord over that of the tenant. This portion of the tenant's application is dismissed.

I find that the tenant did suffer an inconvenience due to the boil water advisory. The landlord failed to disclose the advisory to the tenant prior to the tenant entering into a signed tenancy. In this instance, I prefer the evidence of the tenant over that of the landlord that the tenant would have chosen not to rent from the landlord had she been aware that a boil water advisory existed. The landlord had acknowledged that there was an advisory, but did not dispute the tenant's claims that this was not disclosed. However, the tenant's monetary claim of \$336.00 for drinking water and \$168.00 for taking showers offsite have not been proven. The tenant has provided no logs or records/receipts for any of the drinking water purchases or of any payments for taking showers offsite. The tenant has failed to establish a claim for the amount sought, but I have found that an inconvenience took place and grant a nominal award for \$400.00 for this portion of the claim.

On the tenant's claim for \$600.00 in compensation for the inconvenience of mold and rate, I find that the tenant has failed. The tenant has not provided any details to justify this amount which would be equal to one months rent. The tenant has stated that the landlord was notified at the beginning of the tenancy and that the landlord failed to act. The landlord has disputed this

stating that upon being notified of the rats that he immediately purchased sonic rat repellents in August and later the services of a pest control company as shown by the landlord's copies of invoices in October. The tenant provided no further comment of the landlord's efforts to deal with the pest issues. I find that the tenant has failed to provide sufficient evidence to satisfy of this portion of the monetary claim. As well, the tenant's claim for \$175.00 in moving costs are dismissed as I find that the tenant failed to allow the landlord a reasonable amount of time to resolve the issue of rats after being notified. The landlord has provided evidence to show that he responded within a reasonable amount of time to the tenant's issues. These portions of the tenant's claims are dismissed.

The tenant has established a claim for \$400.00. The tenant is granted a monetary order for \$400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is granted a monetary order for \$400.00.

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 20, 2015

Residential Tenancy Branch

