



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COMPLETE RESIDENTIAL PROPERTY MANAGEMENT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC RP FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on September 7, 2017, corrected on September 11, 2017, and amended by an Amendment to an Application for Dispute Resolution (the "Amendment") received at the Residential Tenancy Branch on November 6, 2017 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlords make repairs to the unit, site, or property; and
- an order allowing the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The Tenant attended the hearing in person on her own behalf and was accompanied by M.B., an advocate. J.P. attended the hearing in person and was accompanied by D.L., agent for the corporate Landlord. All in attendance provided a solemn affirmation at the beginning of the hearing.

The Tenant testified that Landlords were served with the Application package and Amendment by registered mail on September 9 and November 6, 2017, respectively. The Landlords acknowledged receipt. On behalf of the Landlords, J.P. testified that the documentary evidence package was served on the Tenant by registered mail on November 20, 2017. The Tenant acknowledged receipt. Pursuant to section 71 of the *Act*, I find the parties were sufficiently served with the above documents for the purposes of the *Act*.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The parties were advised to refer

me to any documentary evidence upon which they wished to rely. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?
2. Is the Tenant entitled to an order that the Landlords make repairs to the unit, site, or property?
3. Is the Tenant entitled to an order allowing the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

### Background and Evidence

Submitted with the Tenant's documentary evidence was a copy of the tenancy agreement between the parties. It confirmed the tenancy began on October 1, 2015. Currently, rent in the amount of \$928.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$447.50 and a pet damage deposit of \$447.50, both of which are held by the Landlord.

The Tenant's claim was described on the Application and was elaborated upon by the Tenant during the hearing. First, the Tenant requested an order that the Landlords perform repairs to the plumbing and ventilation systems to address "horrible odours" she believes originate in those areas. According to the Tenant, odours are emanating from the public bathroom on the floor below her rental unit. She attributes these odours to chemical cleaners and de-odourizers on automatic timers used in that area.

The Tenant also described strong detergent odours emanating from the laundry room. She advised that she and her cat have both experienced allergic reactions, and that this issue has caused her stress and anxiety. Letters from the Tenant's physician and veterinarian were submitted in support.

Additionally, the Tenant testified she has noticed odours from the drains in her rental unit. Further, the Tenant advised she has experienced increased utility costs associated with keeping her windows open and fans operating in the rental unit. The Tenant testified that she feels her concerns are believed to be "imaginary".

In reply, and on behalf of the Landlords, J.P. provided testimony. He advised that the Landlord's response began as soon as possible after learning of the Tenant's concerns. Specifically, J.P. testified that on July 17, 2017, the dryer vents were cleaned. In addition, on July 18, 2017, a plumber attended the rental property to remove standing water that was observed in a washing machine and otherwise service the machine.

Other measures have been taken by the Landlord. On August 31, 2017, a plumber attended the property to clean the drains in the Tenant's rental unit and in the laundry area. The Landlords also sealed entry holes to the Tenant's rental unit. Air quality testing for the presence of methane, mold, and CFCs did not reveal any harmful substances. Further, the Landlords arranged for a camera inspection of the duct work and found no blockages or breaks in the ventilation system. On behalf of the Landlord, J.P. advised that the Tenant's rental unit is on a cement slab and that it would be difficult for odours to permeate the floor. The Landlords also contacted the cleaners that clean common areas in the rental property, and confirmed that no de-odourizers on a timer are used in the public washrooms below the Tenant's rental unit.

In addition, J.P. testified that he has visited the Tenant's rental unit and has been unable to detect any odour. He also advised that none of the contractors who have attended the building to investigate the Tenant's concerns have reported any odour.

Included with the Landlord's documentary evidence were copies of receipts for money paid by the Landlords to investigate and address the Tenant's concerns. He testified these receipts total more than \$4,000.00.

Second, the Tenant sought monetary compensation. Specifically, she sought an order reducing rent by 25% from June 1, 2017 to present for the odours and the health impacts she testified she has experienced.

### Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

A landlord's obligation to repair and maintain rental property is found in section 32(1) of the *Act*. It states:

*A landlord must provide and maintain residential property in a state of decoration and repair that*

- (a) complies with the health, safety and housing standards required by law, and*
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*

[Reproduced as written.]

In this case, I find there is insufficient evidence before me to conclude the Landlords have failed to comply with the *Act*. Rather, I find the Landlords have responded reasonably to the Tenant's concerns. They have taken, and continue to take, reasonable steps to investigate and address the problem identified by the Tenant. Further, J.P. testified, and I accept, that none of the contractors who have attended the Tenant's rental unit and the rental property to address the Tenant's concerns have detected an odour. This aspect of the Application is dismissed.

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Tenant to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Landlord. Once that has been established, the Tenant must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Tenant did what was reasonable to minimize the damage or losses that were incurred.

The Tenant sought a monetary order constituting a rent reduction of 25% from June 1, 2017 until her concerns are resolved. Section 65(1)(f) of the *Act* confirms that “if the director finds that a landlord or tenant has not complied with the *Act*, the regulations or a tenancy agreement, the director may [order]...that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement”.

However, I find there is insufficient evidence before me to conclude the Landlords have not complied with the *Act*, the regulations, or the tenancy agreement. Rather, I find the Landlords have taken, and continue to take, reasonable steps, described above, to address the Tenant’s concerns. This aspect of the Application is dismissed.

### Conclusion

The Tenant’s Application is dismissed, 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: December 1, 2017

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Residential Tenancy Branch