



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ERP, LRE, MNDCT, OLC, RP, RR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order for emergency repairs.
- b. An order to suspend or set conditions on the landlord's right to enter the rental unit.
- c. An order for a monetary order in the sum of \$400
- d. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- e. A repair order
- f. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided in the sum of \$200.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord resides. The landlord acknowledged service of the documents.

### Issues to be Decided

The tenant testified that he vacated the rental unit at the end of May. As a result I dismissed the tenant's claim for emergency repairs, an order to suspend or set condition on the landlord's right to enter the rental unit and an order that the landlord provide services or facilities required by the tenancy agreement or law as these claims are moot.

The remaining issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to an order for the abatement of past or future rent and if so how much?

Background and Evidence:

The tenant testified the tenancy began in December 2011. The landlord disputes this saying the tenancy is about 4 ½ years old. The written tenancy agreement provided that the tenancy would start on December 1, 2013. The rent was \$800 per month. The tenant paid a security deposit of \$400 at the start of the tenancy. The present rent is \$895 per month payable in advance on the first day of each month.

The tenant vacated the rental unit on May 30, 2018.

The landlord testified that he estimates the tenant has caused damages to the rental unit that exceed \$15,000 and that he intends to file an Application for Dispute Resolution making a claim against the Tenant. .

Analysis:

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$200 for paying too much for hydro, failure of the landlord to deal with the rat infestation, water not fit to drink, no maintenance on the property, taps being broken, and the tub destroyed by minerals.

I dismissed the Tenant's claim for paying too much hydro as the tenant failed to present sufficient evidence to prove this claim.

The landlord testified the rat problem was caused by being in a rural area and the tenant's failure to properly clean. I determined the tenant is entitled to nominal damages of \$50 for this claim. The tenant produced evidence the landlord was advised of the rat problem many years ago. The landlord failed to produce evidence of the landlord taking action to remedy the problem as provided in the tenancy agreement. I dismissed the tenant's claim for compensation for water being unfit as the tenant failed to produce sufficient proof to establish this claim. I determined the tenant is entitled to nominal damages of \$25 for the failure of the landlord to repair the taps on the tub. I accept the evidence of the landlord that he was not advised on the problem until April and that the tenant failed to advise it was a tub tap. However, the landlord failed to take steps to rectify the problem for May (the tenant had given notice). I dismissed the tenants claim for the tub being destroyed by minerals as the tenant failed to prove the damage was caused by the landlord rather than the tenant failing to clean the tub on a regular basis. I determined the tenant is entitled to nominal damages of \$50 for being without a fridge for 3 weeks after advising the landlord.

I dismissed the tenant's claim of \$200 for the reduced value of the tenancy caused by the neighbor's dogs disturbing him, dog feces on the property unclean condition of the carport and laundry. I determined the tenant failed to prove these matters were the landlord's responsibility or that the tenant advised the landlord in a timely way.

Conclusion

**I ordered the landlord(s) to pay to the tenant the sum of \$125.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on both parties.**

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: June 21, 2018

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Residential Tenancy Branch