



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RED CONSTRUCTION and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC MNRT FF

### Introduction

This hearing was convened pursuant to an Application for Dispute Resolution made by the Tenant on May 3, 2019 (the “Application”). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the “Act”):

- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement;
- a monetary order for the cost of emergency repairs made by the Tenant; and
- an order granting recovery of the filing fee.

However, it was evident on the face of the Application that the Tenant sought to be reimbursed for an invoice he paid and which the Landlord promised to reimburse him for. Therefore, I find it appropriate in the circumstances to amend the Application to include a claim for a monetary award for money owed or compensation for damage or loss, pursuant to section 64(3) of the *Act*.

The Tenant attended the hearing. The Landlord was represented at the hearing by J.J., an agent. Both the Tenant and J.J. provided affirmed testimony.

The Tenant testified the Landlord was served with the Application package by leaving a copy at the Landlord’s office. J.J. acknowledged receipt. No issues were raised with respect to service or receipt of these documents. The Landlord’s agent was in attendance and was prepared to proceed. Pursuant to section 71 of the *Act*, I find the Application package was sufficiently served for the purposes of the *Act*. The Landlord did not submit documentary evidence in response to the Application.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. 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 an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement?
2. Is the Tenant entitled to a monetary order for the cost of emergency repairs made by the Tenant?
3. Is the Tenant entitled to a monetary award for money owed or compensation for damage or loss?
4. Is the Tenant entitled to recover the filing fee?

### Background and Evidence

The parties were unclear about the precise terms of the tenancy. However, they agreed that rent in the amount of \$1,664.00 per month is due on the first day of each month. The parties were also unsure of the amount of the security deposit and pet damage deposit held by the Landlord.

First, the Tenant seeks an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement. Specifically, he advised the Landlord has requested reimbursement of an invoice in the amount of \$1,090.00 for water, sewer, garbage, and recycling services at the rental property. The Tenant referred me to the tenancy agreement, which includes these services in rent.

In reply, J.J. acknowledged the terms of the tenancy agreement and indicated the invoice must have been issued to the Tenant in error.

Second, the Tenant seeks to be reimbursed for an invoice in the amount of \$309.75 for a pest control invoice he paid. A copy of the invoice was submitted into evidence. The Tenant testified that an agent of the Landlord agreed to reimburse this amount. In support, the Tenant submitted an email dated March 7, 2019, which was sent to the Tenant in response to a question about reimbursement. In it, the Landlord's agent, K.L., advised that "[J.J.] is aware of this and you will have your money back next week".

In reply, J.J. suggested the Landlord is not responsible to reimburse the cost of pest control services incurred because the rodents were introduced after the tenancy began. J.J. also suggested L.K. must have agreed to reimburse the Tenant in error.

Finally, the Tenant sought an order granting recovery of the filing fee paid to make the Application.

### Analysis

In light of the oral and documentary evidence submitted by the parties, and on a balance of probabilities, I find:

With respect to the Tenant's request for an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement, section 62 of the *Act* confirms that the director may make any order necessary to give effect to the rights, obligations and prohibitions under this *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations or a tenancy agreement and an order that this *Act* applies.

In this case, the parties agreed the invoice was issued to the Tenant in error as the tenancy agreement confirms the items listed on the invoice are included in rent.

Therefore, I order the Landlord to comply with the terms of the tenancy agreement, which confirms the items listed on the invoice are included in rent.

With respect to the Tenant's request for reimbursement of an invoice he paid for pest control services, I am satisfied the Tenant is entitled to the relief sought. I find it is more likely than not that the Landlord, through an agent, K.L., agreed to reimburse this expense. I order that the Tenant is entitled to recover \$309.75 from the Landlord, and that this amount may be deducted from a future rent payment at the Tenant's discretion.

Having been successful, I also find the Tenant is entitled to recover the \$100.00 filing fee paid to make the Application. I order that this amount may be deducted from a future rent payment at the Tenant's discretion.

In light of my findings above, it has not been necessary for me to consider the Tenant's request to be reimbursed for emergency repairs.

Conclusion

I order the Landlord to comply with the terms of the tenancy agreement, which confirms the items listed on the Invoice are included in rent.

I order the Tenant is entitled to recover \$409.75 from the Landlord, which may be deducted from a future rent payment at the Tenant's discretion.

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 14, 2019

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Residential Tenancy Branch