



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, RP, RR, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The tenant testified and supplied documentary evidence that she served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on April 20, 2020, and deemed received under section 90 of the *Act* five days later. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision. The hearing proceeded and completed in the absence of the landlord.

Issue(s) to be Decided

Is the tenant entitled to a rent reduction?

Is the tenant entitled to an order compelling the landlord to make repairs to the suite?

Is the tenant entitled to an order compelling the landlord to comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to a monetary order as compensation for money owed or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The tenant gave the following testimony. The tenant moved in on October 30, 2018. The current monthly rent is \$1100.00. The tenant testified that she has ongoing rodent infestation issues since June 2019. The tenant testified that she has had numerous hearings with this landlord regarding this issue. The tenant testified that she cleans her suite each morning to remove urine and feces left by rodents throughout the night. The tenant testified that she has had carbon monoxide issues with her gas stove and that she has been told that it is unsafe to use.

The tenant testified that her nephew has come over several times to assist her in removing the rodents for which she has paid him out of her own pocket. RH testified that his aunt has asked him to remove dead rodents, clean up rodent droppings, plug up holes where the rodents may be entering and building a barrier to keep rodents out. The tenant is seeking to be compensated for the time her nephew spent helping her and an 80% rent reduction from December 19, 2019 to the end of April 2020. The tenant requested that if successful, she would rather have a rent reduction instead of a monetary order.

The tenant is applying for the following:

1.	80% rent rebate for five months rent at \$1100.00 per month.	\$4400.00
2.	Randy Hedberg	125.00
3.	Randy Hedberg	150.00
4.	Randy Hedberg	179.08
5.		
6.		
	Total	\$4854.08

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the tenant, her witness and her advocate, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenants claim and my findings around each are set out below. It is worth noting that the tenant was extremely disorganized when presenting her claim. She was unable to answer basic questions or provide answers to the claim she put forth or able to explain the amount she noted on the application and what she was seeking on the day of the hearing. Much of her claim lack clarity or logic. The tenant presented her evidence in a very disjointed and vague fashion. In addition, the tenant attempted to add and subtract items from her claim

during the hearing. I considered the sworn testimony in coming to her monetary calculations.

Residential Tenancy Branch Rules of Procedure 3.7 addresses this issue as follows.

3.7 Evidence must be organized, clear and legible

All documents to be relied on as evidence must be clear and legible.

To ensure a fair, efficient and effective process, identical documents and photographs, identified in the same manner, must be served on each respondent and uploaded to the Online Application for Dispute Resolution or submitted to the Residential Tenancy Branch directly or through a Service BC Office.

For example, photographs must be described in the same way, in the same order, such as: "Living room photo 1 and Living room photo 2".

To ensure fairness and efficiency, the arbitrator has the discretion to not consider evidence if the arbitrator determines it is not readily identifiable, organized, clear and legible.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, **the applicant must also show that they followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed,** and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Monetary order and Rent Reduction

When I asked the tenant and her advocate as to how they came to the calculation of asking for a rent rebate of 80%, the advocate stated that it's the amount they asked for in a previous hearing and were granted that amount, so they used it again for this application. As the landlord did not attend the hearing, the tenant was given 45 uninterrupted minutes to present her case, however; the tenant did not provide sufficient evidence or justification to support her calculations or to show how the amount reflected the alleged loss. In addition, the tenant did not provide sufficient documentation to show what reasonable steps she took to inform and mitigate. The tenant did not provide any documentation outlining her concerns or issues to the landlord after the previous

hearing of February 21, 2020. As for the letters prior to that hearing, the tenant did not provide sufficient evidence that they were received by the landlord.

I asked the tenant on several occasions to explain on how they came to the amount sought, but the tenant would veer off into issues about the stove and debris left in front of the property. I find that the tenant has not provided sufficient evidence to show the actual amount of loss and has not provided sufficient evidence to show that she took reasonable steps to mitigate and inform the landlord. Based on the above I dismiss the tenants monetary order in its entirety without leave to reapply.

Order to Comply & Repair Order

As noted above, the tenant did not provide sufficient evidence to show that the landlord was informed of the issues she has alleged. Without that notification, I need not make a formal order for the landlord to comply with the Act, regulation or tenancy agreement or to make a repair order; accordingly, I hereby dismiss the remainder of her application without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety 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: June 04, 2020

Residential Tenancy Branch