



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, MNRT, RR, RP, FFT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for emergency and other repairs - Section 32 and 33;
2. A Monetary Order for the cost of emergency and other repairs - Section 67;
3. An Order for a rent reduction - Section 65;
4. An Order to recover the filing fee for this application - Section 72; and
5. Other.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The person appearing on behalf of the Tenant is the Tenant’s mother who resides in the unit and is referred to herein as the “Tenant”.

Preliminary Matters

The Tenant states that all claims in the application, with the exception of the claim for a rent reduction and the “other” claim, are related to a flood that occurred in the unit. Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the rent reduction claim is not related to the other claims in the application, I dismiss the claim with leave to reapply.

The Tenant states that the Other claim was in relation to a water bill and the Parties confirm that this claim has been resolved. The Tenant states that the Landlord has made most of the repairs claimed in the application. During the hearing The Parties reached a mutual agreement on the remaining repairs and flood cleanup. This mutual agreement is recorded below with the remaining matters set out thereafter.

Agreed or Undisputed Facts

The tenancy under written agreement began on March 1, 2020. Rent of \$2,300.00 is payable on the first day of each month. The Landlord is holding a security deposit of \$800.00 carried over from a previous tenancy in a different unit. On March 11, 2020 a septic flood occurred into the lower bathroom and was immediately reported to the Landlord.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Landlord will to obtain a qualified inspector(s) to carry out the following no later than July 10, 2020:**
 - **Inspection of lower level bathroom for mold;**
 - **Inspection of the lower unit for the provision of heat; and**
 - **Inspection of the breaker box and electrical systems;**
- 2. The Landlord will obtain written inspection reports for the above inspections and will provide copies of those reports to the Tenant;**
- 3. The Landlord will make the repairs or remediations required or recommended by the inspection reports as soon as possible after the inspections;**
- 4. The Landlord will obtain a plumber to repair or replace the lower level toilet;**
- 5. The Landlord will pay the Tenant \$100.00 for the costs of cleaning the unit after the flood; and**

6. These terms comprise the full and final settlement of all aspects of these matters in dispute for both Parties.

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled these matters in dispute as recorded above.

Issue(s) to be Decided

Is the Tenant entitled to the remaining monetary amounts claimed?

Background and Evidence

The Tenant states that the unit was extremely dirty upon move-in and that the Landlord did not offer a move-in inspection. The Tenant states that an inspection was asked for however there was no conduct of a move-in inspection. The Tenant provides photos of the unit taken at move-in. The Tenant states that it took at least 80 hours over two weeks to clean the unit. The Tenant states that not even the windows were clean. The Tenant claims \$200.00 in compensation for its time cleaning the unit. The Landlord states that although the Parties did a walkthrough and the Tenants were thrilled, there likely was some dirt. The Landlord states that the Tenant's photos are not clear.

The Tenant states that they had put in new laminate flooring in a bedroom that had old carpet. The Tenant states that when the flood occurred sewer went under the flooring. The Tenant states that they did not obtain permission from the Landlord to install the flooring because the Landlord told the Tenant that they could do whatever they wanted with the unit since the Landlord has plans to demolish the unit. The Tenant claims \$400.00 in compensation. No receipt was provided. The Landlord denies the Tenant's entitlement to this claimed amount.

The Tenant states that Tenant JW cut its hand and became ill from the sewer clean up. The Tenant states that while Tenant JW saw a doctor no doctor's note or other medical documentation has been provided. The Tenant claims \$200.00 in lost income for Tenant JW. The Tenant confirms that no income statement or other supporting evidence of wages or wage loss were provided. The Landlord denies the Tenant's entitlement to this claimed amount.

Analysis

Section 27 of the tenancy agreement provides that the Landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. Section 32(1)(b) of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Section 21 of the Regulations provides that a duly completed inspection report is evidence of the condition of the rental property, unless either the landlord or tenant has a preponderance of evidence to the contrary. Given the lack of a move-in condition report and the Tenant's evidence, supported by the photos and the Landlord's evidence of likely uncleanliness, I find on a balance of probabilities that the unit was not in a reasonable state at move-in.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Given the finding that the Landlord did not comply with the tenancy agreement or Act to provide the unit in a reasonable state and considering the undisputed and reasonable costs claimed for cleaning the unit I find that the Tenant is entitled to the claimed amount of **\$200.00**.

Given the undisputed evidence that the Tenant was given permission to do what it wanted with the unit and considering the undisputed evidence that the new flooring paid

for and installed by the Tenant was damaged by the flood, I find that the Tenant is entitled to compensation for this loss. However, as the Tenant provided no supporting evidence of the costs of the flooring I find that the Tenant has only substantiated a nominal amount of **\$100.00**. Given the lack of any supporting evidence of employment or wage loss and the lack of any medical documentation, I find that the Tenant has not provided sufficient evidence to support the claim for lost wages and I dismiss this claim.

As the Tenant has been mostly successful with its claims, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee. To give effect to the \$100.00 monetary term of the mutual agreement set out above I grant a monetary order to include that amount for a total entitlement of **\$500.00**. The Tenant may deduct this amount from future rent payable in full satisfaction of the entitlement.

Conclusion

Parts of the dispute have been settled by mutual agreement

I grant the Tenant an order under Section 67 of the Act for **\$500.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 12, 2020

Residential Tenancy Branch