



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Code**

First application: OLC, MNDCT

Second application: RR, FFT

### **Introduction**

This hearing was convened to address two applications for dispute resolution filed by the Tenant, pursuant to the Residential Tenancy Act (the Act). In the first application, made on April 14, 2022, the Tenant seeks the following relief:

- an order that the Landlord comply with the Act, Residential Tenancy Regulation (the Regulations), and/or the tenancy agreement;
- a monetary order for compensation for monetary loss or other money owed.

In the second application, made on May 27, 2022, the Tenant seeks an order reducing rent and to recover the filing fee.

The Tenant and the Landlord attended the hearing and provided affirmed testimony.

The Tenant testified the Notice of Dispute Resolution Proceeding package relating to the first application was served on the Landlord by registered mail. The Landlord acknowledged receipt. In addition, the Tenant testified the Notice of Dispute Resolution Proceeding package relating to the second application was served on the Landlord by registered mail. The Landlord acknowledged receipt. No issues were raised with respect to service or receipt of these packages during the hearing. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The Landlord submitted documentary evidence in response to the applications. The Landlord testified it was served on the Tenant by registered mail. The Tenant acknowledged receipt of two packages on August 8 and 12, 2022. The Tenant submitted that the second package was received after the deadline for service of documents described in the Rules of Procedure. Accordingly, the Landlord was advised that the documentary evidence received by the Tenant on August 12, 2022, would not be considered. The Landlord did not raise any issue with respect to this finding. However, I find that the documents received by the Tenant on August 8, 2022 were sufficiently served for the purposes of the Act, pursuant to section 71 of the Act.

The parties were advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings.

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, Regulations, and/or the tenancy agreement pursuant to section 62(3) of the Act?
2. Is the Tenant entitled to an order for compensation for monetary loss or other money owed pursuant to section 67 of the Act?
3. Is the Tenant entitled to an order reducing rent pursuant to section 65(1)(f) of the Act?
4. Is the Tenant entitled to recover the filing fee for the second application?

#### Background and Evidence

The parties agreed the tenancy began in 2003. Rent of \$675.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$240.00, which the Landlord holds.

In the first application, the Tenant seeks an order that the Landlord comply with the Act, Regulations, and/or the tenancy agreement. The Tenant confirmed that this request is related to the Tenant's claim for compensation, which follows.

The Tenant seeks a refund of rent from December 2021 to April 2022 in the amount of \$2,224.50. Although no calculation was provided, the Tenant testified this represents the amount of rent paid from receipt of a One Month Notice to End Tenancy for Cause (the One Month Notice) and the date the One Month Notice was cancelled in an arbitrator's decision dated April 9, 2022. Specifically, the Tenant testified the One Month Notice threw his whole life into turmoil. The Tenant characterized the Landlord's use of the One Month Notice as an "extreme abuse of position and authority". The Tenant accused the Landlord of "never" contacting or consulting the Residential Tenancy Branch, and of acting in a "reckless and malicious" manner by issuing the One Month Notice. The Tenant testified that the Landlord's actions have been a threat to the "stability of [his] entire existence." The Tenant testified that the notice to end tenancy has ruined his whole life.

In reply, the Landlord testified that the Tenant's statements are not true. He testified that a bedbug issue has been going on for four years. Although a live bedbug has never found in the unit, the Landlord has arranged two heat treatments in 2018 and a more recent treatment in November 2021. The Landlord testified that the Tenant is making things up and that the Tenant's requests are out of control.

In the second application, the Tenant seeks an additional rent reduction of \$400.00. The Tenant testified the Landlord has not complied with a repair order issued by an arbitrator in a decision dated March 30, 2022, which states:

...Based on undisputed evidence that the Landlord failed to maintain the unit and make timely repairs to the leak following a written demand for repairs, as I consider that the time given for those repairs was reasonable, and based on the undisputed evidence that the lack of repairs has caused a loss in the value of the tenancy I find that the Tenant is entitled to \$600.00 for the period January to April 2022 inclusive. The Tenant may deduct this amount from future rent payable as may be determined by the

Tenant in full satisfaction of this entitlement. Should the Landlord not have the repairs done by April 30, 2022 I also order the Tenant to deduct \$150.00 from the rent for May 2022 and for each first day of each month thereafter where the Landlord has not completed the repairs by the last day of the preceding month.

The Tenant also testified that the Landlord has said he will not replace the carpet until forced to do so because there are bedbugs in the rental unit. The Tenant referred to a description of evidence provided during a hearing on March 31, 2022 as proof that the Landlord acknowledged a bedbug problem.

In reply, the Landlord testified he is getting fed up because no live bedbugs have been found, including following an inspection arranged by the Tenant on May 26, 2022. A copy of the report confirming no bedbugs were found on that date was submitted into evidence.

### Analysis

Based on the documentary evidence and oral testimony provided during the hearing, 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, Regulations, and/or the tenancy agreement, the Tenant did not provide any specific provision with which the Landlord ought to comply. Further, as the Tenant confirmed this aspect of the claim was related to the request for compensation, I find that the Tenant's request for an order that the Landlord comply with the Act, Regulations, and/or the tenancy agreement is dismissed without leave to reapply.

With respect to the Tenant's claim for compensation in relation to receipt of the One Month Notice, I find there is insufficient evidence before me to grant the relief sought. While I accept that a possible loss of a long-term tenancy is stressful, I find it would be inappropriate to conclude, in these circumstances, that issuing a single One Month Notice, however tenuous, gives rise to an entitlement for compensation for loss of quiet enjoyment and harassment, as asserted by the Tenant. Ultimately, there is a dispute mechanism in the Act to deal with disputes to notices to end tenancy. Therefore, I find that the Tenant's request for compensation is dismissed without leave to reapply.

With respect to the Tenant's request for a rent reduction, I find the matter has already been decided on similar facts in the decision dated March 30, 2022, a portion of which is reproduced above. Therefore, I find that the Tenant's request for a further rent reduction is dismissed without leave to reapply.

As the Tenant's request for a rent reduction is not successful, I find that the Tenant's request to recover the filing fee paid to make the second application is dismissed without leave to reapply.

### Conclusion

The claims for relief set out in the first and the second applications are 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: August 15, 2022

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Residential Tenancy Branch