DECISION

Dispute Codes **MNDCT, RP, PSF, LRE, MNRT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) as follows:

1. Is the tenant entitled to a monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation ("Regulation") or tenancy agreement pursuant to section 67 of the Act?

2. Is the tenant entitled to a monetary order for compensation for amounts paid for emergency repairs pursuant to section 33(5) of the Act?

The hearing started on February 22, 2022, by teleconference. The hearing was scheduled for one hour and was not completed within that time. Both parties attended and consented to an adjournment the terms of which are set out in my Interim Decision of March 11, 2022.

The Interim Decision also addressed the format of the continuation of the hearing and directed each party to submit Written Submissions of their evidence. The Interim Decision stated I would determine how this matter will proceed and issue further instructions or interim orders at that time.

Each of these issues are now addressed.

1. *Preliminary Issue – Format of Continuation of Hearing*

My Interim Decision states in part as follows:

> *The Act gives the Director the authority and discretion to hold a hearing in person, in writing, by telephone conference call, video conference or other electronic means, or by any combination of these methods. The Act empowers the Director to establish and publish Rules of Procedure for the conduct of dispute resolution proceedings.*

According to Rule 6.3 of the Rules of Procedure, a dispute resolution proceeding may be held in writing at the discretion of the RTB.

Rule 6.3 states as follows:

> ***1.3 Format of dispute resolution hearing***
>
> *A dispute resolution hearing may be held at the discretion of the Residential Tenancy Branch:*
>
> *a) by telephone conference call;*
> *b) in person;*
> *c) in writing;*
> *d) by video conference or other electronic means; or*
> *e) any combination of the above.*

This discretion in how to proceed must still be exercised in a manner that meets the requirements of procedural fairness in the circumstances of a particular matter.

Considering the conduct of the tenant, the substantial amount of evidence before me, and the totality of the circumstances, I am considering whether the remainder of the hearing should take place only in writing.

However, before making a final determination on how this hearing will proceed, I will be requesting further information and submissions from the parties, in writing.

Because of the issues that took place during the hearing identified above, I did not have an opportunity to canvas with the parties whether they intended to provide oral evidence themselves or call any witnesses.

…

Within 10 days after the written summaries and written statements are due, each party may provide written submissions addressing only whether this process should proceed in writing or whether a further oral hearing should be held. For clarity, unless an extension of time has been granted for a party to provide the written summaries and written statements, these submissions are due 25 days from the date of this decision. The written submission must also be served on the other party within this time.

Each party may make one written submission addressing whether this process should proceed in writing or whether a further oral hearing should be held, and that written submission may not be longer than 5 pages. I will not consider any submission that is longer than 5 pages or any further submissions made by a party on this issue.

If a party does not provide a written submission, the understanding will be that the party agrees with this matter proceeding to conclusion by written submissions only.

Any requests for an extension of this time limit must be submitted and served in a timely manner to allow for a decision on the extension to be made before the existing deadline for the submissions.
…

Following this, I will determine how this matter will proceed and issue further instructions or interim orders at that time.

According to the above terms, the submissions were due 25 days from the date of my Interim Decision (March 11, 2022), that is, by April 5, 2022.

Neither party has provided written submissions addressing the format of the hearing. As set out in the Interim Decision, my understanding is that the parties agree that this hearing can be concluded by written submissions only. Neither party has indicated that they intended to call witnesses or provide oral evidence. As well, neither party has indicated that cross-examination with respect to the evidence submitted would be required. I also find that the issues can be determined on the relevant evidence submitted by the parties without the need for cross-examination.

Further to Rule 6.3 of the *Rules of Procedure*, I exercise my discretion to proceed with the remainder of the hearing in writing.

It making this determination I have considered the totality of the circumstances, and in particular the absence of written submissions objecting to this process, the conduct of the tenant at the hearing of her dispute resolution application, and the substantial amount of evidence before me from the tenant.

2. *Preliminary Issue – Written Submissions, Evidence*

In my Interim Decision of March 11, 2022, I directed as follows:

> *Within 15 days from the date of this decision, each party must file a written summary of any evidence they intended to give orally and written statements of evidence from any person they intended to call as a witness.*
>
> *Each party must also serve the other party with the written summaries and written statements they have submitted within 15 days from the date of this decision to the other party's email address which appears on the first page.*
>
> *If a party needs more time to submit and serve a written summary or written statement, they should submit in writing an explanation for why they need additional time and how much additional time they need, within 7 days from the date of this decision. A copy of what was submitted must also be served on the other party.*

The landlord submitted a 2-page document as evidence asking that the tenant's claims be dismissed.

The tenant submitted a 1-page document as evidence which states as follows:

> Tenant, [name], entirely disagrees with the decision issued on March 11, 2022. The decision made by [the Arbitrator] is future defamation, disclamation, infringement, and persecution upon to the tenant, [name] by following [Arbitrator of previous Decision]. The decision made [Arbitrator] is future huge mental, psychological damage unto [name of tenant] with outrageous working with [Arbitrator of previous Decision].
>
> Tenant, [name] request this decision move to the judicial review to justice.

I shall consider in my Decision all evidence submitted by either party by the date of the hearing and any evidence submitted after the hearing as allowed in the Interim Decision.

The tenant submitted considerable evidence, some of which was in relation to other claims on her notice of dispute resolution which ultimately were not pursued as the

tenancy had ended and the tenant was no longer residing at the property. These claims were dismissed in the March 11, 2022 Interim Decision. The evidence included copies of texts and emails. Many pictures and videos were submitted as well, although many of the videos had persons speaking in a foreign language which I do not speak and for which no translation was provided. Only key, relevant and admissible evidence will be referenced in my Decision.

Issues

1. Is the tenant entitled to a monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation ("Regulation") or tenancy agreement pursuant to section 67 of the Act?

2. Is the tenant entitled to a monetary order for compensation for amounts paid for emergency repairs pursuant to section 33(5) of the Act?

Background

As stated, the tenant submitted considerable evidence. Not all this evidence is referenced. I refer to key, admissible, relevant facts only.

The parties entered into a tenancy agreement starting October 27, 2019. Monthly rent was $600 payable on the first of each month. The rental unit was located on the lower floor of a single detached home. The landlord occupied the upper floor. The tenant occupied a self-contained suite located on the lower floor.

Previous Decision

This is the second Application for Dispute Resolution between the parties. The first resulted in a decision October 1, 2021.The previous Arbitrator granted an Order of Possession pursuant to a One Month Notice which had been issued following a fire in the unit.

The Decision stated in part as follows:

> *On April 11, 2021, the landlord issued the Notice. It listed an effective date of May 11, 2021. It stated the reason for ending the tenancy as:*
>
> - *Tenant or a person permitted on the property by the tenant has:*

• Seriously jeopardized the health or safety or lawful right of another occupant or the landlord
• Put the landlord's property at significant risk
• Tenant or person permitted on the property by the tenant has caused extraordinary damages to the red to the unit or property.

The Notice provided further details of the cause for ending the tenancy as:

On April 9 around 2:00 PM, [the tenant] burn the kitchen at the basement. According to her statement, she turned on the stove to the maximum heat and poured the oil in the cooking pan. She left the stove on and went to the bathroom and caused a fire in the kitchen. The kitchen exhaust hood, walls on three sides, the paint on the dryer machine as well as the cupboards besides the stove are severely damaged. The walls were damage from the fire and also scrubbing the soot by [the tenant]. The tenant also failed to call the fire department right after the accident. This is the third time happening during her stay. The first and second time happened on March 9, 2020 around 2:30 AM and April 23, 2020.
Her behavior and neglect has put everyone's safety and the property at significant risk and therefore we would like to ask [the tenant] to move by May 11, 2021.

While the tenant denied causing either of the 2020 fires, her position with respect to April 2021 fire was that she should not be held accountable because the landlord had failed to install a smoke detector in the rental unit which would have alerted her to the fire while she was in the bathroom before it caused the damage that it did.

In the previous Decision, the Arbitrator found the landlord had met the burden of proof under section 47(1) of the Act and granted an Order of Possession on two days notice.

I accept the findings the Arbitrator made in the previous Decision:

- Even if the landlord had failed to install a smoke detector (on which no finding was made), the tenant still had a responsibility to act in such a way so as to not cause fire risks;
- The risk of fire due to the tenant's actions was reasonably foreseeable and even with a smoke detector, by the time the smoke would have been detected, an unattended pan full of oil on a hot stove emitting smoke would already jeopardize

> the health and safety of the landlords and put the landlord's property at significant risk.

The Arbitrator only considered the April 2021 fire and not the fire in May 2021 as alleged by the landlords since it did not form a basis for the issuing of the Notice to End Tenancy.

The Tenant's Claims

The tenant claimed a monetary award for damages and compensation as well as reimbursement of repair costs. The primary claims relate to the following:

1. The landlord repeatedly entered the unit without permission.
2. The tenant incurred expenses in repairs.
3. The landlord failed to provide adequate maintenance, primarily with respect to a water leak.

The tenant's claims are reviewed along with the landlord's responses.

1. The landlord entered the unit without permission

The tenant alleged in writing many times that the landlord entered the unit without her permission. One assertion is that the landlord or an agent for the landlord entered her unit on May 10, 2021 to start a fire.

Emails from the landlord to the tenant, such as the submitted email of July 9, 2021, indicate the landlord consistently denied the allegation.

2. The tenant incurred expenses in repairs

The tenant asserted that the fire damage to the unit as claimed by the landlord which resulted in an Order of Possession being granted in the previous Decision was not her fault. A statement she submitted with her evidence states:

> *The fire accident on April 9.2021 was not only caused by human detector was not always effective like smoke detector, but also caused by [landlord] and the owner of [address] keep refusing to install smoke detector with great benefits from eviction cause by fire accidents.*

> *[Landlord's] rental unit has no any fire prevention, so [landlord] should take full responsibility for this accident and bear all repair costs, as well as life damage compensation costs.*

With respect to the fire in May 2021, the tenant stated the landlord, or a realtor, staged the "impossible, fake" fire. The landlord lied "for she played games to fake repaired…. So that she made damages by herself".

The tenant stated as follows in a written submission dated February 07, 2022:

> *In the afternoon on May 10, 2021, [the landlord] came to place and called fire fighter came that my place got fire again…. I believe this fake fire was made by [the landlord] because [the landlord] could know I left by the 3 monitors around the house, and [the landlord] has all keys of my suit.*

The tenant submitted correspondence showing she made many overtures to the landlord offering to do repairs and painting to fix the damage. For instance, in a text exchange that appears to be from shortly after the April 10, 2021 fire, the tenant wrote that if there needed to be a new range hood, she would buy one. A text of August 6, 2021, described the required repair, including replacing the stove hood (the fan was working but the hood's plastic was melted and it was out of balance) and two cabinet doors above the stove, and cleaning soot from the ceiling.

The tenant also suggested that the range hood and the cabinet were already damaged when she moved in. However, it is unclear when the photos submitted into evidence by the tenant were taken. In an email to the landlord dated May 2, 2021, the tenant wrote that the discoloration to the cabinet was there before she moved in and "hopefully someone of your landlords should remember". No condition inspection report or emails prior to the April 2021 fire were submitted regarding this.

The tenant submitted copies of receipts with no explanation of what was purchased or why the expenses were incurred.

The landlord testified in her evidence that she wanted professionals to do the repairs ; this is reflected in emails from the landlord to the tenant. For instance, in an email from the landlord dated June 28, 2021, she wrote:

> *I have been asking you to get someone to paint at the beginning. I have NEVER ask you to paint it by yourself. So please DO NOT do anything to the wall until we*

> *both agree on it. If you really do not want to fix the wall, that is fine. I can find someone and pay to get the wall fixed after you move out. But please DO NOT paint it yourself it will cause more work on my end.*

Similarly, in an email dated July 26, 2021, the landlord again noted that the tenant could make arrangements for hiring painters but she wanted to be involved, writing: “For the walls, I do not have the color ample like I said. I am pretty sure experienced painters will pick a matched color, just let me know what they pick before painting the wall and I will decide with them.”

Various correspondence indicates that the landlord’s view was that the tenant was responsible for the cost of these repairs due to the fire.

3. *The landlord failed to provide adequate maintenance, primarily with respect to a water leak.*

The tenant indicated that water leaked into her kitchen whenever her neighbours did laundry since the tenancy began. Her evidence is that she verbally told the landlord’s brother about this when he was there to fix the washer on October 31, 2019. As well, in her written submission of February 07, 2022, the tenant stated that the leaking water caused her to fall and receive injuries requiring treatment in a hospital. She stated:

> *In the mid-night on April 9, 2021, when [the landlord] came to my place, I told her I fall because my neighbors were washing.*

She also indicated that she suffered a chest injury in November 2019 when she fell due to leaking water. Her evidence is that the injury was severe enough that it could still be seen on an X-ray taken at the Vancouver General Hospital in 2020.

I note that the tenant did not submit any medical records relating to these injuries into evidence.

The tenant’s explanations for why she did not pursue this issue earlier during her tenancy was that she was frequently away from the rental unit prior to mid-2021 and the previous neighbours did not do laundry very often.

The evidence submitted indicates that the first time the tenant raised the issue of the leak in writing was June 15, 2021. Following that the submitted correspondence shows that the tenant wrote the landlord many times about water leaking “whenever my

neighbors use the washer in the suit". Examples of the emails are those dated July 8 and 14, 2021.

The landlord replied stating the efforts they were making and saying they "have been trying to call the maintenance technician in the past weeks". In the written submissions, the tenant recorded the attendance by the landlord on July 4, 2021 to check the water complaint. Eventually a maintenance person attended on July 10, 2021. Later, in response to ongoing complaints, the landlord called the repair person again who said the problem had already been fixed.

The tenant stated the leaking continued. The tenant claimed the landlord "tuned this old problem to new issue by her fake fixing with fake evidence and fake witness successfully."

The summary in the written submissions stated as follows

> *To sum up, from the first time [the landlord] came to my suit in March in 2021 till now, what [the landlord] came to my suit is never for regular inspection, and is never fixing anything, but everything from her was fake: made fake inspection, trapped me to cope with fake notice, sent her worker to make fake fixing, turned old problem to fake damage I made, which are totally her strategies forming her fake evidence to resent in front of the RBT.*
>
> *All what she had sone to me is the disruption to my basic living conditions, basic human rights which adversely harmed my life, health and safe times and times in future and forced to heave in her ways.*

Following July 10, 2021, the landlord repeatedly wrote to the tenant asking for her availability to have a maintenance person attend again as the tenant did not want the landlord to enter the suite when she was not there. The tenant indicated she would not be available with less than 24 hours notice. The tenant was also unhappy that the landlord was not available to come right away when emailed in order to observe the water issue. The tenant also wanted the landlord to answer a number of questions about the original July 10 maintenance call before agreeing to have a maintenance person attend. It is clear from the evidence that communications between the parties deteriorated. The tenant eventually insisted that any repairs could only take place if someone like a police officer, firefighter or RTB arbitrator attended.

As of July 28, 2021, the landlord was still attempting to make arrangements to have the water leak fixed writing:

> *We have been discussing the water leaking issue for a while now. I have been doing a lot of thinking and we could have handled it better. Therefore, I think we can both take some time to solve this issue.*
>
> *…*
>
> *I just want to clarify and be very honest with you here. I know it must be frustrating on your end and you want to get if fixed asap. Me too. That's why I called someone to fix it at the first place. I know it must be annoying that it is not fixed at once. But I was a victim too. I paid 120 bucks and the issue is still there. Now I need to call someone to come again to fix it. …*
>
> *I have been asking for your availability throughout these weeks but you were not willing to give me your time. I really do not know how to fix it if you do not cooperate with me.*
>
> *Anyway, I just want us to work together to get rid of the water leaking issue. This is just a very small issue which should not take so long. Please give your time so I can arrange another appointment. If you are still not happy about it or you still do not trust me, you can find your own technicians and I will pay them directly when the technicians are here. I did not ask you to take any responsibility, I just want to be cooperative so we can get it fixed together.*

This overture was not successful and so by July 29, 2021, the landlord indicated that the tenant could either set up a time with the landlord to fix the problem while the tenant was present or the landlord would serve the tenant with a notice so that the problem would be fixed during the time set out on the notice. The tenant's response was that this was "not regular repair" and that she never said that she didn't want the landlord to enter when the tenant was not in the unit, she said "you can come to my place any time with 911 as you did before".

Analysis

Only relevant, admissible evidence is considered. Only key facts and findings are referenced.

Standard of Proof

Rule 6.6 of the *Residential Tenancy Branch Rules of Procedure* state that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Here, it is up to the tenant to establish her claims on a balance of probabilities, that is, that the claims are more likely than not to be true.

Statutory Provisions

Damages

When an applicant, the tenant in this case, seeks compensation under section 7 or 67 of the Act, they must prove on a balance of probabilities the following :

1. The landlord failed to comply with the Act, regulations, or the tenancy agreement;
2. The loss or damage resulted from the non-compliance;
3. The amount or value of their damage or loss; and
4. They have done whatever is reasonable to minimize the damage or loss.

Failure to prove one of the first three points above means the claim fails. If the tenant has failed to minimize the damage or loss, the amount of damages compensable would be reduced.

The above-noted criteria are based on sections 7 and 67 of the Act, which state:

> *7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*
>
> *(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*
>
> . . .

> *67 Without limiting the general authority in section 62 (3) [director's authority respecting dispute resolution proceedings], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.*

Obligations of Tenants and Landlords

Section 28 of the Act addresses a tenant's right to quiet enjoyment, including protecting their right to reasonable privacy, freedom from unreasonable disturbance, and exclusive possession of the rental unit subject to section 29. Section 29 of the Act sets out when a landlord may enter a rental unit. It includes if the tenant gives permission at the time of entry or in advance or where the landlord gives the tenant notice at least 24 hours in advance indicating a reasonable purpose for entering and the date and time of entry which must be between 8am and 9pm. Making repairs in order to comply with a landlord's obligations under the Act would be considered a reasonable purpose.
A landlord can also enter at any time if an emergency exists and the entry is necessary to protect life or property, such as in the case of a fire.

The obligations of the parties are set out in the Act. *Policy Guideline # 1. Landlord & Tenant – Responsibility for Residential Premises* clarifies the requirements for a landlord under section 32(1) of the Act*:*

> *The Landlord is responsible for ensuring that rental units and property… meet "health, safety and housing standards" established by law, and are reasonably suitable for occupation given the nature and location of the property.*

Generally, a landlord is given a reasonable amount of time to make repairs once brought to their attention.

Section 32(3) imposes obligations on a tenant:

> *(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant …*

Policy Guideline # 1. Landlord & Tenant – Responsibility for Residential Premises also states:

> The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible. The landlord and tenant may enter into a separate agreement authorizing the tenant to provide services for compensation or as rent.

Except in the case of emergency repairs, a tenant should not make the repairs themselves and then charge the landlord, without the landlord's written agreement.

Emergency Repairs

With respect to emergency repairs, section 33(1) defines emergency repairs as meaning repairs that are "urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purpose of repairing major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures …"

Section 33(3) allows a tenant to have emergency repairs made if emergency repairs are needed, the tenant made at least 2 attempts to telephone the landlord's contact for emergency repairs, and following those attempts, the tenant has given the landlord reasonable time to make those repairs.

Section 33(5) requires a landlord to reimburse a tenant for amounts paid for emergency repairs if the tenant claims reimbursement for those amounts from the landlord and gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

Findings

Emergency Repairs

With respect to the claim for reimbursement under section 33(5) of the Act, repairs to the range hood, cabinet or painting would not qualify as an emergency repair.

It is not necessary for me to determine whether the water leak in the kitchen would qualify as an emergency repair since the tenant did not submit into evidence anything showing that she undertook repairs in relation to that problem or gave the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

Thus, I find the tenant is not entitled to reimbursement under section 33(5) of the Act.

Claims for Section 67 Damages

With respect to the claims for damages under sections 7 and 67, in considering the testimony and evidence, the Act, and relevant *Policy Guidelines*, I find for the reasons set out below, that the tenant has not met her burden of proof to show on a balance of probabilities that the landlord breached any section of the Act, Regulation or tenancy agreement in any respect or that any such breach caused the loss or damage complained of. As the tenant has not met the burden of proof with respect to at least one part of the 4-part test, I need not consider the remaining parts. I accordingly dismiss the tenant's application without leave to reapply. I note, however, that evidence with respect to the other requirements for a compensation order was lacking and so, while the reasons below do not address these other criteria, that is not to suggest I would have found the tenant successful in meeting them.

Entering the Unit

I do not give credence to the tenant's assertions that the landlord entered her unit and caused the May 2021 fire. By that point, the landlord had already served the tenant with a Notice to End Tenancy for the April 2021 fire and the tenant had already indicated she was looking for a new place and, once found, would move out. It would strain logic to find the landlord jeopardized the property, themselves and other tenants by entering the suite and starting a fire in these circumstances.

The other claims of entry into the unit in violation of the Act do not have sufficient evidence to establish on a balance of probabilities that the entry occurred or that an entry was not in accordance with the Act. I note the correspondence in relation to the repair issue shows the landlord taking steps to avoid having to enter the unit without the permission of the tenant or when the tenant was not there.

Reimbursement for Repairs

There does not appear to be any dispute that the April 2021 fire started because of the neglect of the tenant. Rather, the tenant appears to be making two arguments as to why she should receive reimbursement from the landlord for the repairs made. First, that the repairs were necessary not because of the fire but because of the landlord's failure to provide a smoke detector. Second, that the range hood and cabinets were already in need of repair when her tenancy began and so it was not the fire that led to these costs.

With respect to the first argument, a smoke alarm does not prevent a fire and does not activate until there is sufficient smoke. I need not determine whether or not there was a

smoke alarm provided as there is insufficient evidence to establish that had the tenant been alerted to the fire on the stove top by an alarm it could have been extinguished before causing damage to the range hood and cabinets or before the presence of smoke required the repainting of the walls. As such, the tenant would be responsible under the Act to repair the damage caused by her neglect which led to the fire, not the landlord.

With respect to a claim that the range hood and cabinets were already damaged and needed to be replaced prior to the April 2021 fire, there is insufficient evidence to establish this on a balance of probabilities. None of the submitted photographs indicate whether they were taken prior to the date of the fire in issue. There is also no condition inspection report or correspondence from before the April 2021 fire documenting the condition of these items.

In any event, if the tenant was of the opinion that the landlord was responsible for these repairs, she should not have undertaken them herself without any confirmation that the landlord would reimburse her or without an order from the RTB. The correspondence demonstrates that the landlord's view throughout was that the tenant was responsible for the costs of these repairs. The Act only provides for reimbursement to a tenant with respect to emergency repairs and in specific circumstances.

Water Leak

Based on the evidence submitted, I do find that there was a water leak which the tenant notified the landlord of in writing by mid-June 2022 and which the landlord was responsible for repairing. However, I also find the landlord attempted to correct the water leak in a reasonable and timely manner and much of the delay with respect to the repair of the leak is attributable to the tenant. The tenant did not demonstrate any specific damages were caused by the leak and I do not find any general damages are warranted given the actions undertaken by the landlord with respect to the repairs.

I find that the landlord did hire a person, who attended in early July 2022, to fix the leak. I also accept that the leak was not fixed by this person. However, it is not so out of the ordinary that a repair person does not fully fix a problem on the first visit. As such there is insufficient evidence to conclude this was a fake repair person or a fake attempt at a repair.

After the tenant notified the landlord that the water leak had not been fixed, the landlord tried to make arrangements for a maintenance person to attend again. But for the tenant's refusal to cooperate with this process unless the landlord provided her with information that the landlord was not required to provide or attended with persons when

such an attendance would be outside the scope of their job, the leak could have been fixed much sooner.

Conclusion

I dismiss the tenant's application 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: February 24, 2023

Residential Tenancy Branch