



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding CENTURY PLACE MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, RP, PSF

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on October 4, 2022, wherein the Tenant sought an Order that the Landlord make repairs to the rental unit, provide services and facilities, and pay \$100.00 in compensation to the Tenant.

The hearing of the Tenant's Application was scheduled for 11:00 a.m. on February 16, 2023. Both parties called into the hearing. The Tenant called in on her own behalf and was assisted by an Advocate M.G. The Landlord was represented by the Building Manager, Y..K.

The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties were cautioned that private recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the

evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter—Settlement

At the outset of the hearing the Building Manager confirmed the Landlord was agreeable to attending to the requested repairs. The terms of this agreement are recorded in this my Decision and included Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved these matters by agreement, I make no findings of fact or law with respect to these requested repairs. I therefore make the following Order:

1. By no later than March 2, 2023, the Landlord shall:
  - a. repair the holes in the kitchen cabinets in the rental unit to prevent entry by rodents; and,
  - b. repair, or replace, if necessary, the stove in the rental unit.
2. The Tenant shall ensure the Landlord has access to the rental unit to attend to the above.

Issue to be Decided

Is the Tenant entitled to monetary compensation from the Landlord?

Background and Evidence

The Tenant testified that the building was overrun with mice and this impacted her ability to sleep in the rental unit. The Tenant stated that the Landlord did not take reasonable steps to address the rodent infestation and as a result she was forced to do so herself.

In this respect the Tenant sought compensation in the amount of \$100.00 for the cost to block holes in the rental unit to prevent mice from coming in the rental unit. The Tenant testified that she paid a friend to block the holes. The Tenant did not provide a name for

the person she says she hired to do this nor did she provide any documentary proof of this payment.

The Landlord disputed the Tenant's claim for \$100.00. The Building Manager stated that she offered the Tenant help to deal with the mice and the Tenant refused her assistance. Documentary evidence submitted by the Landlord confirms the parties were in communication about pests as early as 2017. This evidence indicates the Landlord reminded the Tenant of her obligation to inform the Landlord of any issues with pests.

### Analysis

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Tenant has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the *Act* or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the applicant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

In this case the Tenant sought the sum of \$100.00 representing the cost of blocking holes in the rental property to prevent rodents from entering the rental unit. The Tenant failed to provide any receipts or other documents, such as communication with her and her friend regarding this expense, or bank records, which would support her claim that she paid this sum. On balance, I find the Tenant has failed to prove the actual amount required to compensate her for any losses; as such, and pursuant to the above I dismiss the Tenant's claim for monetary compensation from the Landlord.

The parties were reminded that they each have rights and responsibilities under the *Act*; including the Landlord's obligation to attend to repairs and maintenance of the rental unit, and the Tenant's obligation to inform the Landlord of any required repairs or needed maintenance and permitting the Landlord access to the unit to attend to such matters.

### Conclusion

The Landlord agreed to complete the requested repairs as set out in this Decision.

The Tenant's request for monetary compensation from the Landlord is 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: February 16, 2023

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Residential Tenancy Branch