



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, MNDCT, PSF, OLC, LRE, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for monetary claims against the Landlords totalling \$13,600.00 for compensation for damage under the Act; and to recover her \$100.00 Application filing fee. The Tenant had also applied for four other claims; however, pursuant to Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules") 2.3, which authorizes me to dismiss unrelated disputes in a single application, I found that the Tenant's other claims were not sufficiently related to be decided in this proceeding. Given the result of this proceeding, these other claims are dismissed without leave to reapply.

The Tenant and the Landlords, P.G. and V.B., appeared at both teleconference hearings and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it in the first hearing. During the hearings, the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Rules; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

We had to adjourn the first hearing, due to the complex nature of the Tenant's monetary claims. The same Parties attended the reconvened hearing to complete their testimony. We went 15 minutes over our allotted hour in the second hearing, in order to complete the Parties' submissions. That way we did not have to reconvene again.

Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Tenant testified that she served the Landlord, V.B., with the Notice of Hearing documents and evidence by Canada Post registered mail, sent on June 9, 2022. The Tenant provided the Canada Post a tracking number as evidence of service. The Landlord, V.B., said

that they had received “hurtful, malicious, vengeful emails from the Tenant before this”, and that the Landlords did not want to accept any other abusive correspondence from the Tenant. The Landlord also said that the Tenant had only sent registered mail to V.B. and not to P.G. As a result, the Landlords did not have the Tenant’s documentary evidence in front of them for their consideration and in order to understand the Tenant’s case. However, according to RTB Policy Guideline 12, “Where the Registered Mail is refused or deliberately not picked up receipt continues to be deemed to have occurred on the fifth day after mailing.” Accordingly, I find that the Tenant served the Notice of Hearing on the Landlord, V.B. pursuant to the Act.

However, the Tenant confirmed that she had not sent this package of documents to the Landlord, P.G., which she was required to pursuant to the Act and Rules. This breach would normally cause me to dismiss the matter with leave to reapply; however, the Parties expressed their wish to continue with the hearing, rather than delaying the process and a decision in this matter for many more months.

The Landlords said they were unsuccessful in serving their evidence to the Tenant via registered mail, in person, by attaching it to the door, or in a mail slot of box. They said they did not know to where the Tenant had moved and she would not provide her forwarding address when they asked via email. The Landlords said the Tenant responded to them at this email address, and as a result, they were granted an order for substituted service to the Tenant’s email. In the hearing, the Tenant said that she received this email from the Landlords, but that she did not look at it. I find that the Tenant was served by the Landlords pursuant to the Rules and Act, and therefore, I considered their evidence before me.

Much of the Tenant’s evidence consists of unidentified copies of text messages. However, pursuant to Rule 3.7, all evidence must be organized, clear, and legible. This Rule states:

**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.

As such, and pursuant to the Rules, I decline to review the Tenant's 49 pieces of unidentified evidence, which she asserts supports her claims. In contrast, the Landlord's evidence was all dated and labelled for easy and organized review.

### Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their permitted written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

### Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order, and if so, in what amount?
- Is the Tenant entitled to Recovery of her \$100.00 Application filing fee?

### Background and Evidence

The Parties agreed that the fixed term tenancy began on April 1, 2020, and ran to March 31, 2021, and then operated on a month-to-month basis. They noted that these Landlords were new to the Tenant, as they purchased the residential property in May 2020. The Parties agreed that the tenancy agreement obliged the Tenant to pay the Landlords a monthly rent of \$1,700.00, due on the first day of each month. The Parties agreed that the Tenant paid the original landlord a security deposit of \$850.00 and, and no pet damage deposit. They agreed that the Tenant vacated the rental unit on May 29, 2022, but did not provide her forwarding address to the Landlords.

The Tenant submitted a monetary order worksheet with her claims set out, as follows:

	Receipt/Estimate From	For	Amount
1	BC Hydro	Jan–May → broken wood stove	\$1,452.00 \$484 x 3
2	Laundromat	5.5 cents/day x 90 days + time in laundromat.; 1 hr x 40 x 90 days	\$495.00 lost time
3	\$4.00/day x 8 weeks	Dishwasher broken for 8 weeks	\$224.00
4	Loss of quiet enjoyment	Police were called twice	\$1,900.00
5	Loss of hot water – 16 days	No hot water, despite tank check.	\$320.00
6	Pain/suffering	Due to violent outbursts	\$2,000.00
7	<i>[this row left empty - original]</i>		
8	<del>Loss of sleep ~ 10 nights</del>	<del>Leaving lights on</del> [withdrawn by Tenant in hearing]	<del>\$600.00</del>
9	Improper notice & during rent freeze	Illegal rent increase	\$130.00
10	Illegal entry to rental unit	Improper notice, bullying emails	\$106.00
11	Stress/bullying		\$5,100.00
12	Re Overnight guest		\$1,000.00
		<b>Total monetary order claim</b>	<b>\$12,727.00</b>

During the hearing, we reviewed the Tenant's claims consecutively, as follows:

#### **#1 BC HYDRO - JAN to MAY → \$1,452.00**

When I asked the Tenant to explain this claim in the hearing, she said: "On several occasions, starting on December 24<sup>th</sup>, I asked to have the wood stove checked and fixed, because it put carbon monoxide into the air – it was unsafe."

The Tenant said that the Landlords had someone attend about the Tenant's complaint, but the Tenant said it was still not fixed. She said: "I didn't get to use the wood stove, so because of their inability to fix it in a timely manner, it added huge costs to my heating costs."

The Landlords responded to the Tenant's testimony:

With the wood stove and every other appliance, we were as diligent as we could be to address her complaints. We had the wood stove cleaned every year starting on the 25<sup>th</sup> of June 2020. The following year, we had eight call outs from contractors to deal with issues [the Tenant] raised with the wood stove. They replaced some older parts.

When we moved in, we replaced the rope seal on the door and it was a very frustrating experience. The contractor would come out – see our summary of expenditures. In many cases, the certified contractor said nothing was wrong with it and that there was significant ash – it should be cleaned out. It was being used and this is really a baseless claim that [the Tenant] is making up to try to gain some monetary advantage.

The Tenant responded:

The issue is around carbon monoxide, and because the pipe needed to be replaced, but it took them three times to do so. They didn't fix it in a timely manner. My 10 year-old sleeps upstairs in a loft, and carbon monoxide was an issue. The wet tech fixed it, but not in a timely manner.

I asked the Tenant how and when she knew that something was wrong with the wood stove and she said:

On December 23<sup>rd</sup> [2021], I first noticed the pipe had moved. They called someone immediately. Gas fire people showed up on Christmas Eve. [P.G.] had my partner go in and look at this to see if it was okay. The man who came to fix it didn't fix it properly. Yes, I did use the stove until Christmas eve, and it's not . . . there's ash from prior use, I hadn't taken it out, because I wasn't using it.

The Landlords replied:

We did have the contractor in on December 2021; they were the same ones cleaning the chimney ducts, and they are qualified for inspection and repairs of wood stoves. They investigated the Tenant's complaints and determined that there were no issues. This was confirmed in 2022 with a different inspector.

The Tenant confirmed that pursuant to the tenancy agreement, heat is not included in the cost of rent. She agreed, saying: "Heat is not provided; I provided my own wood, because it had a wood stove. My inability to use the wood was the issue." The Tenant is

claiming her electricity bills from this time period, because she said she could not use the wood she purchased to heat the rental unit. The Tenant provided her electricity bills, although, they do not distinguish between the type of electricity used.

## **#2 LAUNDROMAT → \$495.00**

When I asked her to explain this claim, the Tenant said:

When I moved in, that landlord told me that he would leave the washing machine to the new owners, because there was a smell in it. They replaced the rubber O-ring to the front loading machine. When [R.G.] was replacing it, he broke the machine. He attempted to replace the mouldy piece – they called the repairman and said it'd take a couple weeks. It turned into three months for the replacement part. I then had a washing machine.

Most recently - before I moved out - the machine started to leak, and she said I was to blame, not that it was 25 years old. When the repairman came to take it away, she said she would get hers. She was constantly accusing me of leaving wet clothes in . . . I left clothes in the washing machine for an hour.

It took three and a half months to replace. It was not replaced in a timely manner.

The Landlords responded:

We did our best to get the issues with their machine addressed as quickly as we could. We had a number of service calls, including on October 25 and March 23. We did end up replacing the machine at a later time – early 2022. It can be difficult to get contractors in a timely manner [to this location], and with [the Tenant's] schedule; essentially, it was fixed as quickly as we were able to do it. We let her use our washer, as needed.

The Tenant confirmed that “free laundry” was included in the rent. The Landlords said that they had someone come to fix the washing machine “as soon as we could”. They said:

When there were issues with it another time, we purchased a new one. It was the same with every issue – we addressed it as quickly as possible.

To reiterate, we said she could use our washer, so she wasn't doing without. But it was her negligence in leaving wet stuff in the washer for days. When I pointed

it out, she was not very happy. I could hear it, and I saw her leave from my just being around. And we both have been happily – we would have been happy to reimburse her for the laundromat, but she didn't want that.

In answer to my question as to how the Tenant calculated the amount she claims in this matter, she said:

\$5.50 per day at a laundromat times 90 days, plus my time in the laundromat. They let me use [theirs], but only once a week. My son is snowboarder - an athlete - so I do laundry every day. She's not home all the time, she can't assume... there's nothing in the lease saying I can't leave stuff in the washing machine.

I asked the Tenant if she went to the laundromat every day for 90 days, and she said she was in the laundromat or doing it at another condo. The Landlords disputed the Tenant's claim that she did laundry every day for 90 days. The Tenant did not direct me to evidence supporting her claim of having done so much laundry in this time period.

The Tenant said that when she has had something repaired in her remote town, she has paid a premium to get them there faster. She said: "In the name of community, you try to use people [in the town]. but it's not the fastest."

The Landlords said:

It is sometimes challenging to get someone quickly. I don't know where the 90 days comes from. I tried to fix it myself, but then I got someone to fix it as soon as possible. We did everything we could to resolve this. It was not always easy to get someone from [out of town], and it was a small job.

The Tenant did not direct me to any documentary evidence to support her claims in this matter.

The Landlords submitted evidence of a service call to the rental unit to replace the washing machine "boot" on October 4, 2020. They also commented that it was mouldy, which they said they suspected was from the Tenant leaving wet clothes in it for days, which they had observed. [V.B.] said she heard the washing machine running, as she saw the Tenant leaving and not returning for days.

The Landlords submitted copies of an invoice and payment receipt for "pick-up and

delivery” for a new washing machine, which was dated February 28, 2022, and which cost \$565.14.

### **#3     DISHWASHER BROKEN FOR EIGHT WEEKS → \$224.00**

The Tenant said that the dishwasher was not working, more than it was working. She said she was without it for eight weeks, and she said she is claiming \$4.00 per day for this eight week or 56 day period.

The Landlords said the Tenant “called many times about the dishwasher – but nothing was wrong with it.” The Landlords provided evidence that they had arranged a \$141.75 service call for the dishwasher on July 15, 2020, for which they said the technician found no issues, “...but just cleaned up a mess”.

The Landlords submitted another invoice for a dishwasher service call on October 4, 2020, which entailed: “inspected and cleaned dishwasher parts; reconnected upper spray arm, tested OK.” They had another service call for the dishwasher on March 23, 2021, for which the technician found no issues. On May 19, 2022, the service technician replaced a “water tube assembly sensor” and tested it as working.

### **#4     POLICE WERE CALLED TWICE → \$1,900.00**

The Tenant explained this claim, as follows:

It’s my loss of quite enjoyment and fear of a scary man on the property, is how I’m figuring this out. The police were called on two occasions. The second time was by a neighbour, because [P.G.] was assaulting the animals on the farm in front of 12 year olds. My partner was in my house then, and this is what set everything in motion. From that day when my partner saw [PG] lose it, and I asked [V.B.] if everything was okay.

[V.B.] responded that the number of occupants in my house needs to – she threatened to evict me.... In my personal opinion, it was to save face, because we witnessed [P.G.] do something unprofessional. The judgment from them of me and my partner ... they stopped giving me my mail... It was a loss of my quiet enjoyment. I make \$250.00 an hour, - how many hours I had to deal stuff.

As soon as I gave my notice, they listed my place. I was not allowed to submit police reports, because I didn’t get them on time. My witness was the neighbour,



and my partner, but they both had Covid at the last hearing.

The fact that the events after that led me to a whole bunch of time to find new place to live, and my safety. I charge \$200.00 per hour times nine hours.

I asked the Tenant about her having first said that she charges \$250.00 per hour, and she said: "It depends on my clients how much I charge."

The Landlords responded:

It's all lies. This is one of the problems dealing with [the Tenant]; she lies about everything. Yes, she called the police – a frivolous call out. It was an event that happened before 6:00 p.m., and the police didn't come out before 8:00 p.m. She was driving and she put her hand out, because she can see me sitting in the living room, and she flipped the finger. Basically, I was beyond my property on the balcony, she was in front of her place, so 30 meters away – I said to her don't flip the bird at me. I turned around and left. It literally went under one minute. The police came two hours later.

What happened before, the dog and whatever animal – after two hours of the dog whining, [P.G.] lost his patience – it had nothing to do with [the Tenant]. She wasn't even there. As for the mail, I delivered mail to her doorstep for two years, and she yelled at me for doing that, and yelled at my son, so I stopped doing that.

I was never anything but nice to [the Tenant]. To say that she was losing quiet enjoyment of her property is just false. There is no basis for it. We're just hearing allegations for the first time that she's attaching a \$1,900.00 value to something that's made up.

We are very quiet. That one day, he lost his cool, and it is what it is. We're not a danger to her, and she wasn't around. But her yelling at me and my son – we were always met with yelling, so I stopped talking to her.

P.G. said:

There was no assaulting farm animals – that's dumb; I was upset about the noise and I yelled once. She wasn't even around.

**#5 NO HOT WATER FOR 16 DAYS → \$320.00**

The Tenant explained this claim, as follows:

It's 16 days, because every time there was no hot water, I sent a text message to [V.B.] and they said they'd go look at it.

It's \$20.00 a day. My partner said they needed to fix the trap and pea trap; they fixed it and then there was no longer a hot water problem. I would have a bathtub full of cold water for my 9 year-old, who had been snow boarding all day. They did have it fixed, but for 16 times, it was me saying there's no hot water – I believe I submitted these texts.

The Landlords said:

We got someone to look at it. We checked it out every time and checked the hot water in the garage. Every time we checked it, it was hot. The service people we called out to make sure that everything was fine – it was always fine and working. More lies.

I did explain to her that if you fill up a bath, you might have drained the hot water tank. It's a similar volume, if you're doing laundry at the same time – there's not enough hot water for both. It was always functional the whole time she lived there. We've had no complaints ever, otherwise.

The repair people came and checked it and didn't fix anything; we had to pay for the call out and that's it.

**#6 PAIN & SUFFERING → LANDLORD'S VIOLENT OUTBURSTS → \$2,000.00**

When I asked the Tenant to explain what she meant by the "Landlord's violent outbursts", she said:

The first time, he picked up a garbage can and threw it at the garage, and he screamed really loud at 6:00 in the morning. When I texted [V.B.], she said he said he had a herpes infection and he was freaking out. Any time a farm animal made a noise, he yelled. I have a 10 year old son and my safety is one of my major concerns in my home.

The Landlord corrected the Tenant's comment, saying that he had shingles, not herpes.

The Tenant continued:

When [V.B.] brought my mail up to me, I didn't know she was there, and it scared the shit out of me. I have been attacked in my life, and she scared me. Her and [P.G.'s] outbursts - \$2,000.00 isn't enough, but it seems fair. I would come into the city and not stay at my house.

I called the police once, as I mentioned prior, where they didn't show up two hours.

The Landlords responded:

Her yelling at me for the mail happened twice – it happened to me and to my son. So, we stopped. If [P.] and I had a disagreement, it happens behind closed doors and we're dealing with it. We're pretty quiet, and we have new tenants to prove that.

Nobody threw anything against the garage door – more lies from [the Tenant]. She's trying to make things up to get money out of us that she doesn't deserve. We were always friendly to her; if I did yell, it was indoors, other than the one incident we talked of earlier.

**#7      *This row was left empty on the monetary order worksheet by Applicant***

**#8 — ~~LOSS OF SLEEP — LEAVING LIGHTS ON → \$600.00~~**

This was withdrawn by the Applicant in the hearing.

**#9      **ILLEGAL RENT INCREASE → \$130.00****

The Tenant explained this claim, as follows:

They failed to provide written notice of a rent increase. Email is not a proper notification, and they did it during a rental freeze. I said to him you can't increase my rent right now. I think they're inexperienced with being landlords. I attached the email documents done. October of 2021. The rent increase was from \$1,700.00 to \$1,730.00, which I paid, but it was not done with proper written notice. I mentioned there was a rental freeze. I was told by RTB that it was illegal rent

increase, because not done properly.

They sent an email on October 9, 2021, saying on December 1<sup>st</sup> my rent would go up to \$1,730.00. In my research you have to give three months notice and not do it during rental freeze

The Landlords replied:

It did happen, and we were legally allowed to ask for it, because the rental increase freeze was done in December. There were no rent increases paid until January, because [the Tenant] pointed out that in 2022 you can have a rent increase, so no additional rent was paid in 2021.

#### **#10 ILLEGAL ENTRY TO HOME → \$106.00**

I got an email from [P.G.] saying they were showing my apartment. This was after I said anything they send to me must be by note on the door or by registered mail; he disagreed. I had Covid when they entered my home. It was not the proper notice.

They bullied me into leaving the property. I found another place to live. They still came in without 24 hours notice. Email was not sent 24 hours ahead – I attached the email.

The Tenant attached two emails from the Landlord regarding a showing of the rental unit, after the Tenant gave the Landlords notice to end the tenancy. The first email dated May 14, 2022, at 19:41 hours states:

Hi [Tenant]

We will need to enter your suite tomorrow afternoon to show it to a potential renter.

Thanks, [P.]

The second email the Tenant submitted is also from the Landlord, but looks to be after he received a response (which was not submitted by the Tenant) from the Tenant. The Landlord's email also dated May 14, 2022, at 19:41 hours states:

30 days notice is required to end tenancy, which you failed to provide. We accommodated, and you can accommodate a viewing tomorrow at 3.

The Landlords responded:

We got essentially two weeks' notice that she was leaving, and we were trying to find a new tenant. We weren't getting any cooperation. So, we provided the email, which was 24 hours in advance. She left this place open for two years. She started to lock it as soon as she gave notice. She took our advertising down. We did respect her and would never enter without notice, unless she said can we bring in the person sooner, if he was available.

**#11 \$1700 x Two Months for Stress, Bullying Harassment. → \$5100; and**

**#12 OVERNIGHT GUEST → \$1,000.00**

We reviewed these two claims together at the end, as they both dealt with similar evidence.

I asked the Tenant if these claims were any different from her previous claims alleging a breach of her quiet enjoyment. The Tenant said:

This spiraled out of control after my partner witnessed [P.] abusing the animals - that's when all came to a head. They said get my own post office box, get tenant's insurance. It escalated, too, if my boyfriend spends the night. They said they will evict me by May 5<sup>th</sup>.

All of her emails about overnight guests have been attached. The behaviour got really bad after my partner witnessed [P.] lose it on the animals. I can only assume they were trying to save face. They made it intolerable. Getting a post office box wasn't in the lease, and there was only one legal address at that unit.

They were aggressively leaving lights on, because it went into my bedroom. I believe my loss of quiet enjoyment was gone and I had to ... My boyfriend had his own residence, so he didn't live there. He had only spent 43 nights there. I'm allowed to have overnight guests.

The Landlords responded:

First, [P.] didn't abuse animals. After two hours of whining dogs, he lost it. He yelled about it through the fence.

The lease changes when a new person moves in. The RTB said – only [the

Tenant's] name was on the lease, and the RTB said it does change things. So, I sent an email about things changing. She said 'That doesn't change things'. I called back again, and then I didn't say anything. After that – I didn't force the matter.

But things got from bad to worse, because the new guy said the dishwasher broke down twice. I already knew that [the Tenant] doesn't tell the truth. When my son was here alone, [the Tenant] forced him to turn out the lights on the inside. Things didn't get any better.

It's totally the other way around. It was really [the Tenant] bullying us and [V.'S] son. What she's claiming - that we took away her quiet enjoyment - is completely false. We responded to every one of her complaints about what she claimed was wrong with their place, but essentially, she just made stuff up – nothing was wrong. There was one incident where I yelled, but she's characterizing it as abusing farm animals when children were around – it's lies - like most of the things she has said in this all along. When she didn't pay rent – we didn't say anything.

The Tenant said she is claiming two month's rent at \$1700.00 per month for the 11<sup>th</sup> claim, and \$1,000.00 for the 12<sup>th</sup> claim. However, the Tenant did not explain how she calculated these amounts.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Before the Parties testified, I let them know how I analyze the evidence presented to me. I said that a party who applies for compensation against another party has the burden of proving their claim on a balance of probabilities. Policy Guideline 16 sets out a four-part test that an applicant must prove in establishing a monetary claim. In this case, the Tenant must prove:

1. That the Landlords violated the Act, regulations, or tenancy agreement;
2. That the violation caused the Tenant to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the Tenant did what was reasonable to minimize the damage or loss.

("Test")

**#1 BC HYDRO - JAN to MAY → \$1,452.00**

I dismiss this claim without leave to reapply, because I find that the Tenant was not entitled to have heat provided pursuant to the tenancy agreement. However, despite this, I find that the Landlords responded to the Tenant's complaints about the wood stove on multiple occasions, despite the Tenant not having proof that there was anything wrong with the wood stove. Accordingly, and pursuant to section 62 of the Act, **I dismiss this claim without leave to reapply.**

**#2 LAUNDROMAT → \$495.00**

In terms of the Test, I find that the Tenant established that the washing machine in the rental unit was not working properly by the end of February 2022, when the Landlords purchased a replacement. I find that it is more likely than not that the machine was not operating properly during the tenancy. However, the Tenant did not explain why she did not use the Landlords' washing machine when offered, when the rental unit machine was not working properly. This shows me that the Tenant failed to mitigate her loss in this regard, pursuant to step 4 of the Test.

Further, I find that the Tenant is not taking into effect her choice to live in this remote location, although, she acknowledged that a premium has to be paid for some services that are not available locally.

In addition, I find that the Tenant provided insufficient evidence that she attended a laundromat for 90 days in a row in order to do her son's laundry. As I have found that it is more likely than not that the Tenant incurred some loss in this matter, **I award the Tenant** a nominal amount of **\$50.00**, or approximately 10% of her laundry claim, pursuant to Policy Guideline #16, and section 67 of the Act.

**#3 DISHWASHER BROKEN FOR EIGHT WEEKS → \$224.00**

The only documentary evidence before me about this appliance is from the Landlords, who provided invoices, which indicated that nothing was wrong with the dishwasher, until a sensor was replaced 10 days prior to the end of the tenancy. I find that the Tenant has not provided sufficient evidence to establish the loss that she suffered, and I find that her claim of being without a functioning dishwasher for eight weeks is over estimated, based on the Landlords' evidence of the service calls. Accordingly, **I dismiss this claim without leave to reapply**, pursuant to section 62 of the Act.

**#4 POLICE WERE CALLED TWICE → \$1,900.00**

Based on the evidence before me overall on this matter, I find that the Tenant has failed to provide sufficient evidence that the Landlords breached the legislation or tenancy agreement such that it would affect the Tenant's quiet enjoyment of the rental unit. I find that the Tenant has not met any of the steps of the Test in this regard, and as such, I **dismiss this claim without leave to reapply**, pursuant to section 62 of the Act.

**#5 NO HOT WATER FOR 16 DAYS → \$320.00**

As noted above, the Tenant's documentary evidence consists of 49 pieces of unidentified evidence, which I have declined to review, pursuant to Rule 3.7. As such, I find that the Tenant has not provided any documentary evidence to support this claim of there being no hot water. In contrast, the Landlords testified to having checked hot water in the unit when the Tenant complained, and having found that there was hot water in the tank. Further, the technicians they called because of the Tenant's complaints could not find anything wrong with the system.

I find that the Tenant has not provided sufficient evidence that the Landlords breached the legislation or tenancy agreement in this matter. I, therefore, **dismiss this claim without leave to reapply**, pursuant to section 62 of the Act.

**#6 PAIN & SUFFERING → LANDLORD'S VIOLENT OUTBURSTS → \$2,000.00**

Again, I find that the Tenant has not provided sufficient evidence to establish on a balance of probabilities that the Landlords have breached the legislation or the tenancy agreement in this matter. Accordingly, I **dismiss this claim without leave to reapply**, pursuant to section 62 of the Act.

**#7 *This row on the monetary order worksheet was left empty by Applicant***

**~~#8 LOSS OF SLEEP LEAVING LIGHTS ON → \$600.00~~**

This was withdrawn by the Applicant in the hearing, therefore, it is **dismissed without leave to reapply**, pursuant to section 62 of the Act.

**#9 ILLEGAL RENT INCREASE → \$130.00**

Policy Guideline 37 ("PG #37") addresses rent increases permitted under the Act. PG



#37 states that a tenant's rent cannot be increased unless a tenant has been given proper notice in the approved form (RTB form #7), at least three months before the increase is to take effect. A tenant's rent can only be increased once every 12 months. This is consistent with Part 3 of the Act, including section 43 (1), which states that a landlord may impose a rent increase only up to the amount:

- (a) calculated in accordance with the regulations,
- (b) ordered by the director on an application under subsection (3), or
- (c) agreed to by the tenant in writing.

PG #37 also says:

Payment of a rent increase in an amount more than the allowed annual increase does not constitute a written agreement to a rent increase in that amount.

As set out in section 6 (3) of the Schedule to the *Residential Tenancy Act Regulation* ("Regulation"):

(3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

The allowable rent increase for 2021 was 0%, but the allowable rent increase for 2022 was 1.5%. The Tenant did not dispute that she was not required to pay a rent increase until January of 2022 and she did not dispute that this was the anniversary of her last rent increase. The Parties agreed that the Landlord advised the Tenant of the impending rent increase by email on October 9, 2021.

Section 6 of the Regulation states that: "A landlord must give a tenant 3 whole months notice, in writing, of a rent increase." and "The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent." Accordingly, I find that three whole months notice starting on October 9, 2021, would be for a rent increase starting on February 1, 2022, as a whole month of notice was not provided in October 2021.

Further, and pursuant to section 6 of the Regulation, I find that the Landlord's emailed notice was not in the proper form prescribed by the Regulation.

The Landlords were allowed to increase the rent in 2022 by 1.5% of \$1,700.00 or \$25.50 per month to \$1,725.50. Accordingly, when the Landlords increased the rent to \$1,730.00, they overcharged the Tenants by \$4.50 a month from January 2022 to May 2022 when the Tenant moved out.

Based on the evidence before me, I find that it was reasonable for the Landlords to impose a rent increase starting in January 2022; however, they did not give the Tenant three whole months' written notice in the approved form and they increased the rent beyond what is allowed by the Regulation. As a result, I find that the rent increase in this situation was invalid and I cancel it.

Section 43(5) of the Act states:

**43 (5)** If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

Based on the above, I find that the Landlords' rent increase to the Tenant was contrary to the Act, Regulation and Policy Guidelines; accordingly, there was no rent increase, so I find the Landlords overcharged the Tenant by \$30.00 per month. This illegal rent increase went from January 2022 to May 2022 or five months, so I find that the Landlords overcharged the Tenant by \$150.00. However, as the Tenant claimed only \$130.00 for this matter, that is what I shall award her.

Accordingly, I award the Tenant with **\$130.00** from the Landlords, pursuant to sections 43 and 67 of the Act, and section 6 of the Regulation.

#### **#10 ILLEGAL ENTRY TO HOME → \$106.00**

The Tenant did not explain the basis for the amount claimed. She did not indicate how she was negatively affected by the Landlords not having given her proper notice on this one occasion. The Tenant may have said there were other occasions in which she did not get sufficient notice; however, she did not direct me to any evidence supporting this claim.

I find the Tenant provided insufficient evidence that she was inconvenienced or negatively affected by the way the Landlords provided notice of showing the suite to a prospective tenant on this one occasion. Accordingly, I **dismiss this claim without leave to reapply**.

#11 **STRESS, BULLYING, HARASSMENT → \$5100;** and

#12 **OVERNIGHT GUEST → \$1,000.00**

I find that the Tenant has used different claim categories – numbers 4, 6, and 10 through 12 to make the same claim: that she felt bullied and harassed by the Landlords. I find it common knowledge and ordinary human experience that strangers living together can get on each other's nerves, which I infer is what happened at the end of this tenancy. However, I find that the Tenant has not provided sufficient evidence to establish that the Landlords bullied or harassed her to the point of awarding her with two months' rent. Similarly, the Tenant failed to address why the Landlords should pay her \$1,000.00 because they questioned the amount of time her guest stayed at the rental unit. The Tenant failed to direct me to any documentary evidence that she believes supports this claim.

I find that the Tenant has not provided sufficient evidence to meet her burden of proof in these matters. I, therefore, **dismiss these claims without leave to reapply**, pursuant to section 62 of the Act.

### Summary

	Receipt/Estimate From	For	Award
1	BC Hydro	Jan–May → broken wood stove	\$0.00
2	Laundromat	5.5 cents/day x 90 days + time in laundromat.; 1 hr x \$40 x 90 days	\$50.00
3	\$4.00/day x 8 weeks	Dishwasher broken for 8 weeks	\$0.00
4	Loss of quiet enjoyment	Police were called twice	\$0.00
5	Loss of hot water – 16 days	No hot water, despite tank check.	\$0.00
6	Pain/suffering	Due to violent outbursts	\$0.00
7	<i>[this row left empty - original]</i>		
8	<del>Loss of sleep ~ 10 nights</del>	<del>Leaving lights on</del> [withdrawn in hearing]	\$0.00
9	Improper notice & during rent freeze	Illegal rent increase	\$130.00
10	Illegal entry to rental unit	Improper notice, bullying emails	\$0.00

11	Stress/bullying		\$0.00
12	Re Overnight guest		\$0.00
		<b>Total monetary order claim</b>	<b>\$180.00</b>

The Tenant has been successful in \$200.00 of her claims against the Landlord. However, given her lack of success overall in her Application, I decline to award the Tenant with recovery of her \$100.00 Application filing fee.

I grant the Tenant a **Monetary Order** from the Landlords of **\$180.00**.

### Conclusion

The Tenant is unsuccessful in most of her claims, as she failed to provide sufficient organized evidence to meet her burden of proof on a balance of probabilities. However, the Tenant provided sufficient evidence for two of her claims to be awarded a total of \$180.00 from the Landlords. Given her lack of success overall, I decline to award the Tenant with recovery of her \$100.00 Application filing fee from the Landlords.

I grant the Tenant a monetary order from the Landlords of \$180.00. This Order must be served on the Landlords by the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: March 01, 2023

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Residential Tenancy Branch