



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding YWCA METRO VANCOUVER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord and the tenant attended the hearing, and the tenant was accompanied by a support person who did not testify or take part in the hearing. The parties each gave affirmed testimony and were given the opportunity to question each other and to give submissions.

At the commencement of the hearing I learned that the tenant has not provided any of the tenant's evidentiary material to the landlord. Any evidence that a party wishes to rely on must be provided to the other party, even if they already have a copy, because it is important for all parties to know what is before me. Since the tenant has not done so, I decline to consider any of the tenant's evidence. The parties agree that the landlord has provided all evidence to the landlord, all of which has been reviewed and the evidence I find relevant to the application is considered in this Decision.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for a contractor invoice?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on December 22, 2022 and the tenant still resides in the rental unit. Rent is subsidized and the tenant's share is currently \$790.00 payable on the 1st day of each month, and there are no rental arrears. On December 15, 2022 the landlord collected a security deposit from the tenant in the amount of \$1,163.00 which is still held in trust by the landlord and no pet damage deposit was collected. The rental unit is an apartment suite, and a copy of the tenancy agreement has been provided for this hearing.

The landlord's agent further testified that the tenant had complained of mold in the rental unit and the landlord gave notice to enter to have someone look at it. On May 3, 2023 a contractor attended but the tenant wouldn't allow the contractor or an employee of the landlord enter to inspect. The landlord uses trusted contractors and experts, but the tenant allow them in.

A copy of the notice to enter has been provided as evidence for this hearing. It is dated April 28, 2023 and is effective on May 2, 2023. It was posted to the door of the rental unit on April 28, 2023. A copy of a statement from the employee of the landlord who was there to inspect has also been provided for this hearing. It states that the tenant asked a lot of questions, and not in a very nice tone, challenging the contractor's profession. The employee of the landlord also states that the tenant would not let them proceed and refused the work.

The landlord has also provided a copy of an Invoice dated May 4, 2023 in the amount of \$236.25 from a company for "travel time, onsite time, no treatment done," at the rental address. The landlord claims that amount from the tenant in addition to the \$100.00 filing fee.

The tenant testified that she had a concern, which has been ongoing since February. The tenant moved in during December and noticed a leak in the kitchen causing mold damage. The tenant told the landlord, who brought in a plumber and the water filtration system was removed, which had been leaking all under the countertops, side, back and spreading out.

The tenant was worried about the process that the landlord's agents said they would use. The tenant was not happy with the service or confident that someone trustworthy would be doing the work. The tenant called a contractor, and was hoping the landlord would replace the countertop.

The tenant wanted to be able to ask questions, already hesitant by the person they hired. When the guy came, the tenant felt he was rude, but the tenant asked simple things. The tenant has children, and they have all been sick. The initial complaint started in February and it's been a long process and the mold is getting worse.

There was a lot of confusion in the process. When the plumber came to do the filtration system, he said the mold was quite bad. Between February and May the countertops were measured, as well as another time. The tenant does not trust him, he seemed unsafe and wouldn't divulge the name of the chemicals that would be used, such as chlorine or ammonia. No one would tell the tenant or alleviate the tenant's stress. The tenant got worked up and didn't feel safe. The tenant asked the manager to work with the tenant finding a solution.

SUBMISSIONS OF THE LANDLORD'S AGENT:

The landlord wants access to the rental unit, and that the tenant treat staff with respect. It was quite traumatic for the landlord's employee who attended with the contractor. There are avenues to contact the landlord's agents, and the landlord's agent is approachable. The landlord seeks the recovery of the Invoice the landlord received from the contractor.

SUBMISSIONS OF THE TENANT:

Two people arrived at the tenant's door but that was not the deal. The tenant is a very grounded and professional person, and the building is where women are that are in need of help.

Analysis

When a party makes a monetary claim as against another party, the onus is on the claiming party to satisfy the 4-part test:

1. that the damage or loss exists;
2. that the damage or loss exists as a result of the other party's failure to comply with the *Act* or the tenancy agreement;
3. the amount of such damage or loss; and
4. what efforts the claiming party made to mitigate any damage or loss suffered.

In this case, the landlord received an Invoice for calling a contractor to deal with a complaint made by the tenant. I have also reviewed the Notice to Enter, which contains all of the information a landlord is required to provide according to the law. I also find

that it was served on April 28, 2023 by posting it to the door of the rental unit, which is deemed to have been served 3 days later, or May 1, 2023. A landlord is required to give at least 24 hours written notice, and I find that the landlord did so. A landlord is also entitled to inspect a rental unit monthly. I find that the tenant has failed to comply with the *Act* by disallowing the landlord's employee and contractor into the rental unit, with adequate notice.

The Invoice is in a certain amount, including GST, and therefore the landlord has established element 3 in the test for damages.

I also accept the undisputed statement of the employee of the landlord who attended with the contractor, which states that the employee tried to calm the tenant and assure that the chemicals were safe.

In the circumstances, I am satisfied that the landlord has established the claim of \$236.25.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I grant a monetary order in favour of the landlord as against the tenant in the amount of \$336.25. The tenant must be served with the order which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$336.25.

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: December 09, 2023

Residential Tenancy Branch