DECISION

Introduction

This hearing dealt with the tenant V.D.'s Application for Dispute Resolution (Application) under the *Residential Tenancy Act* (the Act) for:

- compensation for monetary loss or other money owed.

This hearing also dealt with the landlords' Application under the Act for:

- compensation for damage caused by the tenants, their pets, or their guests to the unit, site, or property;
- compensation for monetary loss or other money owed; and
- recovery of the filing fee.

Tenant V.D. attended the hearing for the tenants.

Landlords S.O. and K.O. attended the hearing for the landlords.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

These matters have been dealt with in the Interim Decisions dated January 30, 2025, and April 23, 2025.

Issues to be Decided

Is the tenant V.D. entitled to the $35,000.00 sought in compensation for monetary loss or other money owed?

Are the landlords entitled to $7,500.00 in compensation for damage caused by the tenants, their pets, or their guests to the unit, site, or property?

Are the landlords entitled to the $22,000.00 in compensation sought for monetary loss or other money owed?

Are the landlords entitled to recover their $100.00 filing fee?

Background and Evidence

Between their two dispute files the parties uploaded 104 different files, consisting of 1,641 pages of evidence, plus two videos. There were many duplicates and the amount of evidence was needlessly excessive, making it difficult and time consuming to sort through and review. Three hearings were also conducted totalling 312 minutes of hearing time (over five hours). Despite this, I have done my best to review and consider all relevant evidence and testimony not excluded from consideration as set out in the Interim Decision dated April 23, 2025. Given the volume of evidence submitted, not all evidence will be explicitly referenced in this decision.

The parties agreed that a tenancy agreement was entered into by the tenants and the landlords on May 14, 2021, for a fixed term tenancy between June 15, 2021 – May 31, 2022. The parties agreed that the tenancy continued on a month-to-month (periodic) basis thereafter, until the tenancy was ended on July 31, 2024, by way of mutual agreement reached at a hearing with the Branch under section 63 of the Act. The tenant A.D. vacated on July 1, 2024. However, the tenant V.D. did not, as the landlords and V.D. entered into a separate tenancy agreement for the same rental unit on August 1, 2024, for a periodic tenancy commencing that same day. Rent under the new tenancy agreement was $1,790.25.

The landlords stated that they bought the property while the tenancy was already in place, and the previous owner did not do a move in condition inspection. However, they stated that the rental unit had been renovated down to the studs just prior to the start of the tenancy and submitted a letter from Pacific East Developments Limited in support of this. The landlords stated that the rental unit was significantly damaged during the co-tenancy, and that it cost them $4,209.85 to repair this damage. They submitted a condition inspection report, photographs, and invoices to support their claim. They stated that the carpet was stained with paint, pet urine, and other things, and that several doors were damaged or missing. Further to this, they stated that the carpet in one of the bedrooms had been removed and replaced with vinyl without their knowledge or consent.

The landlords stated that it was cheaper to replace the damaged flooring with laminate, which is what they did. They submitted the $3,500.57 invoice for the replacement of the flooring, as well as a quote for replacement of the flooring with carpet. They stated that two doors were missing from the rental unit, and one was damaged. They pointed me to a text message chain, photographs, and the condition inspection report. They stated that it cost them $670.31 to replace the doors and $39.71 to replace the hinges. They submitted receipts and invoices for these costs.

The tenants acknowledged that the doors were damaged during the tenancy and A.D. took full responsibility for this damage. They also acknowledged that the flooring in the rental unit was damaged. With regards to A.D.’s room, they stated that at one point, there were up to nine rabbits in that room. They also acknowledged replacing the damaged flooring in A.D.’s bedroom without the landlords’ knowledge or consent, as

they were afraid, they would be evicted. Although they stated that there was no pet urine stains in the hallway, they agreed that they had gotten glue on the carpets when installing the flooring in A.D.'s bedroom.

Despite the above, the tenant V.D. blamed the landlords for this damage, stating that some or all of it could have been avoided if they had done more to support them in evicting A.D., who was causing the damage due to mental health struggles. The landlords responded that they were not responsible for A.D.'s behaviour and could not unilaterally remove A.D. from the tenancy agreement without their consent, or evict just A.D. like V.D. wanted, as it was a co-tenancy. The landlords stated that ending the tenancy for both would have been the only option, which V.D. did not want as they wished to remain in the rental unit.

V.D. Argued that as they had lived there for four years, the carpet sustained wear and tear and therefore cannot be expected to have been in the best shape. Further to this, they stated that there was a leak in the water tank of the adjoining unit of the duplex that resulted in water damage to the carpet and mould. Although the landlords agreed that there had been a leak, they stated that it was minor and resulted in no damage or mould as it was discovered and dried out quickly, as indicated by the flooring company. They also stated that they first heard about the allegation of mould in March of 2025, well after the tenancy had ended. V.D. acknowledged that they never told the landlords about the mould, as they did not know they were unaware of it. They also stated that mould is clearly shown in their photographs. They also alleged that drain flies had damaged the carpets and that the landlords had ignored concerns from the tenants of the neighbouring unit as well, choosing to replace the flooring rather than deal with the mould. The landlords denied this.

Further to the above, A.D. stated that their mother V.D. had never asked them to voluntarily vacate and remove themselves from the tenancy agreement and implored me to take their mental health into account when dealing with the damage claims.

The landlords also sought recovery of $1,790.00 in lost rent for December of 2024 as the tenant kept seeking stays and did not leave the rental unit clean and undamaged at the end of the tenancy. As a result, they stated that repairs had to be repeatedly delayed and the unit was not able to be rented in December of 2024. The tenant V.D. denied owing this stating that they had to seek the stays as the place they had lined up fell through due to safety issues.

Finally, the landlords also sought $19,561.50 for wage loss, time loss, and emotional distress.

The tenant V.D. sought $35,000.00 in compensation from the landlords for what they stated that they endured during the tenancy. This included:

- the disturbances and damage caused by their daughter and co-tenant A.D.;
- unlawful eviction; and

- unsafe living conditions.

The tenant V.D. stated that they lost peace and quiet enjoyment, suffered emotional distress, lost items to damage by A.D., and also lost income and their job due to A.D.'s behaviour, the landlords' failure to intervene with regards to A.D., and the landlord's repeated failures to properly repair and maintain the rental unit.

They stated that the landlords ignored their requests, and they had to endure repeated furnace issues, repeated drain fly infestations, mould, electrical issues, two broken stoves, a running toilet for a "period of time," and electrical code violations related to the sump pump. They stated that they also lost their job due to stress and displacement from the rental unit due to conflicts with A.D. and their eviction, which they characterized as unlawful. They also stated that holes in the wall that were the result of a previous leak were not repaired by the landlord for almost two years, and then only after they facilitated the repairs themselves through a friend.

The landlords stated that the tenant was lawfully evicted and denied that there was mould in the rental unit. Although they acknowledged that the holes in the wall were not repaired for an extended period, they stated that the tenants never raised this as an issue even though they attended the unit multiple times. They denied ignoring the tenant's requests and accused the tenant of frequently failing to report issues for days, weeks, and even a year, stating that they cannot address issues of which they are unaware.

The landlords denied failing to maintain the furnace stating that it was regularly serviced. They submitted invoices for the servicing of the furnace and the filling of the associated fuel tank. Although they acknowledged that there was a thermostat issue, they stated that it was diagnosed and the thermostat was replaced. Although the thermostat is in the other unit, and therefore the tenants could not control it, they stated that the tenants rented the unit from the original owner knowing this. They also denied any knowledge that the furnace filters were not being replaced during servicing of the furnace and stated that if the tenant had brought this to their attention, they would have remedied this.

They also stated that they dealt with the drain fly issue appropriately. They stated that aside from having the tenant try various things, like pouring draino into the drains and keeping the drains closed, they hired several plumbers, had the sump pump replaced, had the unit fogged by pest control, had the sump pump area sealed, and had the septic tank drained and re-sealed. The landlords also accused the tenants of causing or contributing to the drain fly issue by failing to leave the drains closed and leaving organic material in the sink.

With regards to the sump-pump, they stated that they had it replaced. With regards to the electrical issues, they acknowledged that an arc caused the stove to fail, but stated that they resolved the electrical issue and replaced the stove. They stated that after the stove was replaced, the tenants waited a year to tell them that the burners were not

working properly, at which point the stove was not under warranty. The landlords stated that while they were working with the Appliance dealer to resolve the issue, the tenant replaced the stove with a used one without their knowledge or consent and therefore cannot hold them responsible for failing to repair the stove.

The landlords also stated that throughout the tenancy, the tenant was permitted to deduct things from rent related to things like repairs and insect issues when costs had been incurred for these things.

Analysis

When parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party with the burden of proof is responsible for providing evidence over and above their testimony to prove their claim on a balance of probabilities. In this case, the parties bear the burden of proof in relation to their respective claims.

Are the landlords entitled to $7,500.00 in compensation for damage caused by the tenants, their pets, or their guests to the unit, site, or property?

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulations, or their tenancy agreement, the non-complying party must compensate the other party for any damage or loss that results. It also states that the party claiming the loss must do whatever is reasonable to minimize the damage or loss.

Section 37(2) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Residential Tenancy Policy Guideline (Guideline) #1 defines reasonable wear and tear as natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.

I am satisfied that one or both tenants caused significant damage to the rental unit during the co-tenancy that goes far beyond reasonable wear and tear. This includes staining the carpets with glue, animal urine, and other things, replacing carpet in one bedroom without the landlords' knowledge or consent, and damaging several doors and hardware. This is evidenced by the testimony of the parties, their own written submissions, photographs, the condition inspection report, and the receipts and invoices submitted for the repairs.

While V.D. argued that they should not be responsible for these costs as A.D. caused the damage, I disagree. As set out in Guideline #13, co-tenants are defined as two or more tenants who rent the same rental unit or site under the same tenancy agreement. Generally, co-tenants have equal rights under their agreement and are jointly and severally responsible for meeting its terms, unless the tenancy agreement states

otherwise. “Jointly and severally” means that all co-tenants are responsible, both as one group and as individuals, for complying with the terms of the tenancy agreement.

As the tenancy agreement before me lists both A.D. and V.D. as tenants under the same tenancy agreement, and nothing in the tenancy agreement states that the tenants are not jointly and severally liable under it, I find that they are. I therefore find both tenants responsible under the Act for the damage caused and the costs incurred by the landlord to repair this damage.

I am satisfied by the Monetary Order Worksheets, their testimony, and the receipts and invoices submitted, that it cost them $3,500.57 to replace the damaged flooring, $670.31 to replace damaged doors and handles, and $38.97 to replace door hinges. I therefore award the landlords $4,209.85 for recovery of these costs. I award these amounts despite any depreciation to these items that may have occurred, as I am satisfied that much, if not all of, this damage was caused by A.D.’s intentional actions and negligence. I am also satisfied by a letter from Pacific East Developments Limited that the rental unit was renovated down to the studs and rebuilt in 2021, just prior to the tenants’ occupancy of the rental unit on June 15, 2021.

Although the landlords also sought $3,290.15 in cleaning costs and garbage removal, these amounts are not detailed in the Monetary Order Worksheets. They are also not broken down in the Application itself. Further to this, no receipts or invoices were submitted for these costs. I therefore find that the landlords have failed to satisfy me of the value of the losses suffered for cleaning and garbage removal, if any. I therefore dismiss the $3,290.15 remaining from their $7,500.00 claim without leave to reapply.

Are the landlords entitled to the $22,000.00 in compensation sought for monetary loss or other money owed?

In their Application they sought $20,000.00 for time required to attend four disputes and four BCSC proceedings, as well as emotional and mental duress. This also included $487.25 in court fees. In addition to this they sought $2,000.00 in lost or unpaid rent for December of 2024. However, in their Monetary Order Worksheet they listed only $1,790.25 in lost or unpaid rent for December, the amount of rent owed each month under V.D.’s tenancy agreement.

Nowhere in the Application or Monetary Order Worksheets have the landlords broken down their $20,000.00 claim. No documentary evidence was submitted to support or substantiate the amount claimed either, such as proof of lost income. I therefore find that the landlords have failed to satisfy me that they suffered a loss of this amount. Further to this, as set out in relation to the tenant V.D’s. claims, court costs of this nature are not recoverable under the Act. I therefore dismiss the landlords’ claim for $20,000.00 in compensation without leave to reapply.

With regards to December 2024 rent. I am satisfied that V.D. owed $1,790.25 in rent on the first day of each month under their tenancy agreement beginning on August 1, 2024.

Although the landlords were initially granted an Order of Possession against both tenants on May 13, 2025, because of a settlement agreement reached under section 63 of the Act, the tenant sought a stay of this Order of Possession and the associated writ of Possession on October 11, 2024. On October 25, 2024, an Order of Possession was granted against only the tenant V.D. effective 15 days after service. Although the Court granted several additional stays, it is unclear to me if these stays were granted only in relation to the first Order of Possession, or both.

In any event, on November 5, 2024, the BCSC ordered the tenant to immediately vacate the rental unit. Another Order of Possession was issued in relation to a different file by the Branch on November 5, 2024, effective by 1:00 p.m. that same day, after service on the tenant.

Based on the above, I am satisfied that the landlords did not get back possession of the rental unit until at least November 5, 2025. Given the state that it was in, I also accept that it was not cleaned, repaired, and ready to re-rent for December of 2024. As a result, I am satisfied that the landlords suffered $1,790.25 in lost rent in December of 2024 and I therefore grant the landlord recovery of this amount from V.D.

Are the landlords entitled to recover their $100.00 filing fee?

Recovery of the filing fee is at my discretion. As the landlords were successful in their Application, I grant them recovery of their $100.00 filing fee from the tenants under section 72(1) of the Act.

Is the tenant V.D. entitled to the $35,000.00 sought in compensation for monetary loss or other money owed?

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulations, or their tenancy agreement, the non-complying party must compensate the other party for any damage or loss that results. It also states that the party claiming the loss must do whatever is reasonable to minimize the damage or loss.

Section 32(1) of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 28(b) of the Act states that a tenant is entitled to quiet enjoyment including, but not limited to, freedom from unreasonable disturbance.

In their Application the tenant sought:

- $20,000.00 for emotional and mental distress due to prolonged emotional/mental impact of unsafe conditions, repeated harassment, and constant legal disputes;
- $10,000.00 for loss of income and career disruption due to their inability to work full-time and professional setbacks;

- $4,860.00 for property damage and additional costs due to out-of-pocket expenses to clean, repair, and restore the rental unit, and replace belongings due to their co-tenant A.D.'s actions; and
- $140.00 in court fees.

Despite the above, the tenant submitted Monetary Order Worksheets totalling only $1,913.32.

I dismiss the tenant's claims for $4,860.00, $10,000.00, and $140.00 without leave to reapply. The tenant's $4,860.00 claim relates to damage caused to the rental unit and the tenant's possessions by their daughter and co-tenant A.D. Not only does the Residential Tenancy Branch (Branch) not have the jurisdiction to deal with claims between roommates and co-tenants, but landlords are not responsible for the interpersonal disputes between roommates and co-tenants subject to the same tenancy agreement. The tenant can bring this claim against A.D. in the correct venue outside of the Branch, should they wish to do so.

Although it is unclear to me whether the tenant V.D.'s claim for recovery of $1,100.62 in cleaning and disposal fees form part of the above noted claim, I nevertheless dismiss these claims without leave to reapply. These are costs associated with cleaning the rental unit after A.D. vacated. As tenants are required to leave the rental unit clean at the end of the tenancy, and A.D. and V.D. were jointly and severally liable under their co-tenancy, I find that these costs are their responsibility, not the landlords. Just because V.D. entered into a subsequent tenancy agreement with the landlords directly after the end of their co-tenancy with A.D., does not mean that their own obligations to clean and repair the rental unit at the end of their co-tenancy are passed on to the landlords.

With regards to the tenant's claim for $10,000.00, I find, based on the documentary evidence before me, that this loss stems primarily, if not entirely, from their loss of housing and the stress caused by the tumultuous relationship between themselves and their co-tenant A.D. Again, the landlords are not responsible for disputes between co-tenants. As the tenant was lawfully evicted by the Branch, a decision ultimately upheld in the Supreme Court of British Columbia (BCSC) in November of 2024, I therefore find that there was no breach of the Act by the landlords in relation to the ending of the tenancy. The landlords are therefore not responsible for any losses suffered by the tenant because of their eviction.

With regards to the court fees, I also dismiss these without leave to reapply. These are not recoverable under the Act.

Having made the above findings, I will now turn to the tenant's claim for $20,000.00 in compensation for damage or loss due to emotional and mental distress caused by prolonged unsafe conditions, repeated harassment, and constant legal disputes.

Although the tenant argued that the landlords ignored them, failed to address safety issues, and ignored repairs and maintenance, I am not satisfied that this is the case. From the comprehensive text and email communication records before me from the parties, I am satisfied that the landlords regularly responded to the tenant, took their concerns seriously, and where necessary, acted appropriately. The tenant however, routinely waited days or weeks to report issues, if they reported them at all, and even took a year to report issues with a stove. As a result, I find that the tenant significantly contributed to delays in the completion of repairs. In some cases, such as with the floor and A.D.'s bedroom and the alleged mould, I find that the tenant failed to report the issues at all during the tenancy. Landlords cannot remedy issues that are not reported to them.

Although there were ongoing disruptions to heat during the tenancy, from the invoices submitted by the landlord, most of these appear to be due to the tenants running the fuel tank dry. The fuel tank then must be filled, and the furnace reset, which I am satisfied the landlords did. If the tenants had monitored their fuel consumption and alerted the landlords when it was low instead of running the tanks dry, this would not have occurred. Further to this, although the tenant alleged a significant lack of maintenance on the furnace, I am satisfied by the records and invoices submitted by the landlord that maintenance was routinely completed.

With regards to the drain flies, again, I find that the landlords acted reasonably in response to their complaints, which were often delayed. They hired plumbers and an exterminator, they had the sump pump replaced and the pit sealed, and they had the septic tank drained and re-sealed. Aside from these measures, I am not sure what, if anything else, the landlords could have done. I am also satisfied that the tenants did not leave the drains closed during infestations as required and that they left organic material in the sink which may have caused or contributed to the drain fly issue.

The tenant has not satisfied me that laundry facilities were out of commission for an extended period as alleged or that there was in fact mould in the rental unit. Further to this, the evidence before me from the flooring company satisfies me that there was no visible mould or smell of mould. I find the evidence from the flooring company more compelling than the tenant's own statements or the statements of their friends or family. Although the tenant submitted a video and photographs allegedly showing mould, I cannot ascertain from these that there was mould. I also find that the landlords were not harassing the tenant by seeking lawful remedy under the Act through issuance of notices to end tenancy for unpaid rent and utilities and for cause.

As a result, I dismiss the tenant's claims for compensation for any of the above, without leave to reapply. If the tenant's claim for recovery of $120.75 paid to Royal Rooter does not form part of any of the above noted claims, I also dismiss it with leave to reapply. If it is not part of the above noted claims, it would be in excess of the monetary claim limit for the Branch. In any event, the tenant has also failed to satisfy me that the landlords are responsible for this cost, or that they have not already received compensation for this via a rent reduction during the tenancy.

Despite this, I acknowledged that the furnace filters were not being changed by the landlords as required by the Act and Guideline #1 and that the tenant reported a running toilet several times without resolution. I am also satisfied that holes were cut in a wall to resolve a leak, and that these holes went unrepaired for several years. As a result, I grant the tenant $200.00 in nominal damages for any loss suffered as a result.

Conclusion

Pursuant to section 67 of the Act, I grant the landlords a Monetary Order in the amount of **$5,900.10** under the following terms:

Monetary Issue	**Granted Amount**
lost December 2024 rent	$1,790.25
compensation for damage	$4,209.85
recovery of the filing fee	$100.00
less the $200.00 owed to V.D.	-$200.00
Total Amount	**$5,900.10**

The landlords are provided with this Order in the above terms and the tenants must be served with **this Order** as soon as possible. Should the tenants fail to comply with this Order, it may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) as it is equal to or less than $35,000.00.

This decision is made on authority delegated to me by the Director of the Branch under section 9.1(1) of the Act.

Dated: June 27, 2025

Residential Tenancy Branch