Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied:

- To cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities
- For a rent reduction
- For an Order requiring the Landlord to make repairs
- For a Monetary Order for money owed or compensation for damage of loss
- For an Order requiring the Landlord to comply with the *Residential Tenancy Act* (Act) and/or the tenancy agreement
- To recover the fee for filing an Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied:

- For an Order of Possession
- For a Monetary Order for unpaid rent
- To recover the fee for filing an Application for Dispute Resolution.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

CT stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to the Landlord, by registered mail, on July 21, 2025. MG acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

MG stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to BT and CT, by registered mail, on July 17, 2025. Both Tenants acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

Service of Evidence

On July 16, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. MG stated that this evidence was served to the Tenants with the Proceeding Packages. BT acknowledged receiving this evidence, except for the tenant ledger which was submitted by the Landlord on July 16, 2025. The evidence BT acknowledged receiving was accepted as evidence for these proceedings.

As the Tenant did not acknowledge receiving the tenant ledger which was submitted on July 16, 2025, that document was not accepted as evidence for these proceedings.

On July 18, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. BT stated that this evidence was served to the Landlord with the Proceeding Package. MG acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On July 31, 2025 the Landlord submitted evidence to the Residential Tenancy Branch. MG stated this evidence was sent to the Tenant by email on July 31, 2025. The Tenant acknowledged receipt of the evidence, and it was accepted as evidence for the proceedings. This evidence package included a more recent tenant ledger than the one submitted by the Landlord on July 16, 2025. I am therefore able to rely on the tenancy ledger submitted on July 31, 2025, which contains more information than the one submitted on July 16, 2025.

On July 31, 2025 the Tenant submitted evidence to the Residential Tenancy Branch. BT stated this evidence was sent to the Landlord by email on July 31, 2025. MG acknowledged receipt of the evidence. MG stated that they did not look at the evidence

received on July 31, 2025 because he thought it was “beyond the scope” of these proceedings.

Regardless of MG’s decision not to view the Tenant’s evidence of July 31, 2025, I find it was served to the Landlord in accordance with section 88 of the Act, and it was accepted as evidence for these proceedings.

The Tenant’s evidence package of July 31, 2025 was submitted in support of the Tenant’s Application for Dispute Resolution. This was submitted after the deadline for submitting the Applicant’s evidence, which was July 29, 2025.

The Landlord’s evidence package of July 31, 2025 was submitted in support of the Landlord’s Application for Dispute Resolution. This was submitted after the deadline for submitting the Applicant’s evidence, which was July 29, 2025.

I find it reasonable to accept the “late” evidence submitted/served by both parties on July 31, 2025. Both parties had 13 days to consider the “late” evidence served by the other party, which I find to be sufficient time considering the nature of the evidence. As both parties have benefitted from my decision to permit this “late” evidence, I find that nether party has been prejudiced by my decision to accept this “late” evidence.

Preliminary Matter #1

In documents submitted as evidence on July 31, 2025, the Tenant identified a concern about people accessing their patio without proper notice, which was not identified on the Application for Dispute Resolution or the Monetary Order Worksheet.

As this issue was not identified on the Application for Dispute Resolution, and the Application for Dispute Resolution was not properly amended to inform the Landlord of this issue, this issue will not be considered at these proceedings. This is consistent with Rule 2.2 of the Residential Tenancy Branch Rules of Procedure.

Serving evidence of a concern is not the proper method of amending an Application for Dispute Resolution. Rather, a party must serve the other party with an Amendment to an Application for Dispute Resolution, which clearly informs the other party that an issue

has been added. The other party cannot be expected to review each piece of evidence to ensure they understand that an issue has been added.

Preliminary Matter #2

The Tenant's application for an Order requiring the Landlord to comply with the tenancy agreement and/or the Act is the same as the application for an Order requiring the Landlord to make repairs and/or for financial compensation. This issue will therefore be considered in conjunction with those matters.

Preliminary Matter #3

The Tenant has vacated the rental unit. As such, the Landlord withdrew the application for an Order of Possession and the Tenant withdrew the application to cancel the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities.

As the rental unit has been vacated, the Tenant also withdrew the application for an Order requiring the Landlord to make repairs.

Preliminary Matter #4

At the hearing, MG applied to amend the Application for Dispute Resolution to include unpaid rent from August of 2025.

I find that it was reasonable for the Tenant to conclude that the Landlord is seeking to recover all the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include rent from August of 2025.

Preliminary Matter #5

MG requested that the Tenant's claim for a rent reduction, an Order requiring the Landlord to make repairs, a Monetary Order for money owed or compensation for damage of loss, and an Order requiring the Landlord to comply with the *Act* and/or the tenancy agreement be severed, as they are not sufficiently related to other issues in dispute at the proceedings. This request was denied.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. The decision to sever is entirely discretionary.

I did not sever any of the claims being made by the parties as I was satisfied that considering all of the claims at these proceedings was the most efficient use of Residential Tenancy Branch resources. I was able to consider all of the issues in dispute at one hearing.

The issues in dispute at these proceedings were clearly identified in the Applications for Dispute Resolution and, in my view, both parties should have been prepared to respond to those issues.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?
Is the Tenant entitled to a rent reduction or compensation for loss of quiet enjoyment?
Is either party entitled to recover the fee paid to file their Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- this tenancy began on June 01, 2025
- the tenancy was for a fixed term, the fixed term of which was to end on June 30, 2027
- the tenancy agreement required the Tenant to pay monthly rent of $3,325.00 by the first day of each month
- rent was not paid when it was due on July 01, 2025
- rent for July of 2025 was paid on July 17, 2025
- the rental unit was vacated on August 05, 2025
- no rent has been paid for August of 2025.

MG stated that:

- a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of July 16, 2025, was posted on the door of the rental unit on July 3, 2025
- they have no evidence that the Tenant received the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities which was posted on their door

- on August 08, 2025, the Landlord received an email from the Tenant, in which the Tenant declared they were vacating the unit on August 05, 2025.

BT stated that:

- the Tenant did not receive the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities that was allegedly posted on the door on July 03, 2025
- the Tenant did not receive this Ten Day Notice to End Tenancy for Unpaid Rent or Utilities until July 17, 2025, when it was served to them by the Landlord as evidence for the Landlord's Application for Dispute Resolution
- on August 05, 2025, the Tenant sent the Landlord an email, in which the Tenant declared they were vacating the unit on August 05, 2025.

CT stated that the Tenant vacated the rental unit because it was uninhabitable.

The Tenant is seeking financial compensation, in part, because of insects in the unit.

The Tenant submitted a video and a photograph that show some insects are present in the unit. BT stated that the "infestation" was much worse than was depicted in the video and that they did not use they bedroom due to the "infestation".

BT stated that the issue with the insects was first reported, verbally, on June 10, 2025 and again, by text message, on June 17, 2025. MG stated that the issue was first reported on June 20, 2025.

MG stated that:

- the rental unit was treated for insects sometime near the end of June of 2025, with a follow-up treatment in early July of 2025
- the treatment was scheduled with a third party as quickly as possible
- after the second treatment, the technician informed the Landlord that the problem was resolved
- there is a mandated delay between pest treatments
- there were no issues with insects prior to the start of the tenancy
- none of the neighbouring tenants reported a problem with insects.

BT stated that the rental unit was treated for insects on June 27, 2025, with a follow-up treatment on July 22, 2025. BT stated that the problem persisted after the second treatment, although the Tenant did not inform the Landlord that insects were still present.

The Tenant is seeking financial compensation, in part, because of a high-pitched noise.

The Tenant submitted a video in which a mechanical noise can be heard.

BT stated that:

- the noise is intermittent

- the noise was first reported to the building manager on June 09, 2025
- the Tenant thinks it may have been coming from the electrical panel
- the Landlord did not inspect the unit to identify the source of the noise.

MG stated that:

- the noise disturbance was first reported in late June of 2025
- he was in the rental unit when the unit was treated for insects in June and July, and was unable to detect a high-pitched noise
- he walked past the rental unit on several occasions and was unable to detect a high-pitched noise
- he does not think it is coming from the electrical panel, as he would have heard it when he was in the unit when it was being treated for insects
- no other neighbouring tenants have reported a high-pitched noise
- he has listened to the video recording of the noise, and it is possible that it is coming from the Tenant's possessions.

The Tenant is also seeking financial compensation, in part, because of a gas leak.

The Landlord and the Tenant agree that:

- the Tenant detected a gas leak on June 07, 2025, which was immediately reported the building manager
- the gas leak was reported to Fortis BC on June 08, 2025
- Fortis BC turned off the gas on June 08, 2025
- the source of the leak was determined to be the kitchen stove connection
- the Landlord fixed the leaking connection on June 10, 2025
- the Tenant was unable to use the stove between June 07, 2025 and June 10, 2025.

The Tenant submits that the Landlord should have been aware of the gas leak.

MG stated that the Landlord was not aware of the leak and that it responded promptly.

The Tenant is also seeking financial compensation, in part, because of a delayed dishwasher repair.

The Landlord and the Tenant agree that:

- the dishwasher door was partially detached
- the Landlord was aware of the issue prior to the start of the tenancy
- the door was repaired on June 11, 2025.

BT stated that the dishwasher could not be used because the door would not latch.

GM stated that the dishwasher was functional and could be used by pushing the door closed.

The Tenant is also seeking financial compensation, in part, because there was a delay in providing access to the assigned parking space.

The Landlord and the Tenant agree that parking was not provided as a term of their tenancy agreement, and they entered into a separate agreement for parking services.

Analysis

Is the Landlord entitled to a Monetary Order for unpaid rent?

Based on the undisputed evidence, I find that the Tenant entered into a fixed term tenancy agreement with the Landlord that required the Tenant to pay monthly rent of $3,325.00 by the first day of each month.

Section 26 of the Act requires a tenant to pay rent when it is due, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. There is no evidence before me to establish that the Tenant had a legal right to withhold rent that was due on August 01, 2025.

Based on the undisputed evidence, I find that neither party gave notice to end this tenancy prior to August 01, 2025. As the tenancy had not been lawfully ended by August 01, 2025, I find the Tenant was obligated to pay the rent that was due on August 01, 2025.

I therefore find the Tenant must pay the Landlord $3,325.00 in rent for August of 2025.

I have placed no weight on the Tenant's submission that the rental unit was uninhabitable. Even if this were true, the evidence does not establish that the tenancy ended pursuant to section 45(3) of the Act prior to the August 01, 2025, when rent was due.

Is the Tenant entitled to a rent reduction or compensation for loss of quiet enjoyment of the rental unit?

Section 27(2)(b) of the Act allows a landlord to terminate or restrict a non-essential or non-material service or facility if the landlord reduces the rent in an amount that is

equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

A rent reduction pursuant to section 27(2)(b) of the Act is not intended for temporary restrictions, such as an appliance that is broken for a short period.

Section 28 of the Act entitles a tenant to the quiet enjoyment of their rental unit, which includes but is not limited to:

- reasonable privacy
- freedom from unreasonable disturbance
- exclusive possession, subject to the landlord's right of entry under the legislation
- use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Branch Policy Guideline reads, in part:

> *A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.*
>
> *Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.*
>
> *In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises. A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.*

When a tenant is seeking compensation for loss of quiet enjoyment, the tenant bears the burden of proving their right to quiet enjoyment was breached.

Based on the undisputed evidence, I find there were insects in the rental unit. It is possible the insects were in the rental unit prior to the start of the tenancy, and it is possible that they were introduced to the unit by the Tenant. I therefore find the Tenant is not entitled to compensation simply because there were insects in the unit.

I find BT's testimony that the rental unit was treated for insects on June 27, 2025 and July 22, 2025 is more reliable than MG's testimony, as MG could only recall the unit was treated in late June and early July of 2025.

Regardless of whether the problem with insects was reported on June 10, 2025, as the Tenant contends, or on June 20, 2025, as the Landlord contends, I find that the Landlord arranged to have the unit treated in a reasonably timely manner.

Although the Tenant submits there was an infestation which prevented them from using the bedroom, I find the Tenant has submitted insufficient evidence to support this submission. Rather, the video evidence and photographs submitted, in my view, shows a small number of insects which I would consider to be a nuisance. I find that the Tenant has failed to establish that the insects required an urgent response from the Landlord.

As the Tenant has failed to establish an urgent response was required, I find that a delay of less than 3 weeks is reasonable, considering the time it takes to engage a pest control treatment and to schedule an initial visit.

Based on MG's testimony and the absence of evidence to the contrary, I find there was a mandated delay between the first and second treatment. I therefore find a delay of less than one month between the initial and follow up treatment was reasonable.

Based on MG's testimony and the absence of evidence to the contrary, I find the technician informed the Landlord that the problem was resolved after the second treatment. As the Tenant did not inform the Landlord that the problem persisted after the second treatment, I find it was reasonable for the Landlord to conclude that no further treatments were required.

As I have concluded that the Landlord responded to the report of insects in a reasonable manner, I find that the Tenant is not entitled to a rent reduction or compensation for loss of quiet enjoyment on the basis of this disturbance/inconvenience. Insects are a naturally occurring event and a landlord cannot be expected to ensure insects do not enter a rental unit. Rather, a landlord is only obligated to ensure the insects are addressed in a reasonable manner.

Based on video evidence submitted by the Tenant and BT's testimony, I find there was an intermittent high-pitched noise in the unit, which would be annoying to many people.

I find that the Landlord did not take reasonable steps to identify the source of the noise. Although MG testified that he walked past the rental unit on several occasions and was unable to detect a high-pitched noise and that he was unable to detect a noise when he was in the unit during the pest control treatments, I find that the Landlord did not make a diligent and sustained effort to respond to the noise report. In my view, the Landlord should have arranged to meet with the Tenant when the sound could be heard, so the source of the sound could be identified and resolved.

I have placed little weight on MG's submission that the noise could be emanating from the Tenant's property. While this is possible, I find it improbable, as most people are familiar with the noise made by their personal property.

I find the Landlord's failure to diligently pursue the source of the high-pitched noise prevented the Landlord from identifying and, if possible, correcting the issue. I find this was a breach of the Tenant's right to quiet enjoyment of the rental unit, as they were subject to an intermittent noise that many people would consider annoying.

Granting compensation for loss of quiet enjoyment is, unfortunately, highly subjective. As this tenancy lasted for just over two months, I find that compensation of $100.00 for this on-going disturbance is reasonable.

Based on the undisputed evidence, I find a gas leak was detected by the Tenant on June 07, 2025 and that gas to the kitchen stove was turned off by Fortis BC on June 08, 2025. I find that the Tenant was unable to use the stove until the gas connection was repaired on June 10, 2025.

In the absence of any evidence to show that the Landlord was aware of the gas leak and that the Landlord did not repair the leak in a reasonably timely manner, I find that the Tenant is not entitled to a rent reduction or compensation for loss of quiet enjoyment on the basis of this temporary disturbance/inconvenience.

Based on the undisputed evidence, I find the dishwasher door was broken prior to the start of the tenancy and that it was repaired on June 11, 2025.

I find the Tenant submitted insufficient evidence to corroborate their claim that the dishwasher could not be used or to refute MG's testimony that it was functional. The video of the dishwasher being repaired does not support a finding that the door could not be closed.

I find that the Tenant is not entitled to a rent reduction or compensation for loss of quiet enjoyment for the temporary inconvenience of the dishwasher door not being fully attached.

Based on the undisputed evidence, I find that the parties entered into a tenancy agreement, which did not include parking. I have jurisdiction over the terms of this tenancy agreement, including services and facilities provided as terms of the agreement.

Based on the undisputed evidence, I find the parties entered into a separate tenancy agreement for parking. I find this is clearly a separate agreement which is beyond my jurisdiction. I therefore decline to consider the claim for compensation replated to parking.

Is either party entitled to recover the fee paid to file their Application for Dispute Resolution?

I find it was reasonable for the Landlord to file this Application for Dispute Resolution, as the rent had not been paid within 5 days of the deemed receipt date of the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, which was posted on the door on July 03, 2025.

I find that the Tenant's Application for Dispute Resolution has merit, as they paid the rent within five days of receiving the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities.

I therefore find that both parties bear the cost of filing their own Application for Dispute Resolution, and I dismiss the applications to recover the filing fee from the other party.

Conclusion

The Landlord has established a monetary claim, in the amount of $3,325.00, for unpaid rent from August of 2025.

The Tenant has established a monetary claim, in the amount of $100.00, for loss of quiet enjoyment.

After offsetting the two claims, I find the Tenant owes the Landlord $3,225.00 and I grant the Landlord a monetary Order for that amount. In the event the Tenant does not

comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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

Dated: August 14, 2025

Residential Tenancy Branch