



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes (L) OPC
(T) RR, RP, PSF, OLC
(T) CNC-MT, MNRT, MNDCT

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act and a request for more time;
- a request for reimbursement of costs to make emergency repairs;
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act;
- an order requiring the Landlord to make repairs to the unit;
- an order for reduced rent for repairs, services or facilities agreed upon but not provided;
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act;
- an order that the Landlord comply with the Act, regulations or tenancy agreement.

Additionally, the Landlord's application for dispute resolution under the Act requested an order of possession based upon the Landlord's issuance of a One Month Notice to End Tenancy.

Landlord J.T. and Landlord K.T. attended the hearing.

Tenant H.F. (as noted on the cover page) attended the hearing.

Service of the Parties' Respective Proceeding Packages and Evidence

Email service was agreed upon between the parties in the tenancy agreement. The parties acknowledged receipt of the other's proceeding package as well as copies of evidence confirmed included with each proceeding package. The Tenant confirmed he served the Landlord with his amendments to application -087 on September 5, 2025, by email with copies of his evidence and the Landlord acknowledged receipt of the amendments and evidence.

Preliminary Matters

At the start of the hearing, the Tenant stated he had moved out of the rental unit. The Landlord stated she was unaware the Tenant had moved out. The parties stipulated to the Landlord receiving an order of possession effective one day after service based upon the Tenant vacating the unit. This settled the Landlord's request for an order of possession based upon a One Month Notice to End Tenancy for cause issued on August 11, 2025, and the Tenant's application for more time to apply for cancellation of that Notice. Under section 63 of the Act, if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. I make no findings on the One Month Notice.

The Tenant had removed several claims from application ending -087 as duplicative of claims stated in application ending -195. Additionally, the Tenant had amended his application on September 5, 2025, raising additional claims for monetary damages to his personal property and compensation for reduced rent.

In reviewing the Tenant's applications, it was determined at the start of the proceedings the Tenant's remaining claims for determination were: reduced rent based upon loss of use of a wash machine that was to be provided pursuant to the tenancy agreement, and a monetary claim for noise during the tenancy from the upstairs tenant, damage to the Tenant's clothing as a result of the faulty wash machine and damages to the hood of his vehicle. Submissions and testimony from the parties were taken on these issues, those not heard are dismissed, without leave to reapply as moot. I make no findings on those dismissed claims.

Issues for Decision

Is the Tenant entitled to an order for reduced rent for repairs, services or facilities agreed upon but not provided?

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

Background and Evidence

I have reviewed the evidence, and have considered the testimony of the parties, but will refer only to what I find relevant to my decision.

Evidence established this tenancy commenced on June 30, 2025 and was for an annual term. The Tenant's monthly rental rate of \$1,900.00 was due on the 30th day of each month. The Tenant provided the Landlord with a security deposit in the amount of \$950.00 and a pet damage deposit in the amount of \$300.00 at the start of the tenancy, which the Landlord states she continues to hold both deposits in trust. A copy of the tenancy agreement was provided in evidence.

The Landlord issued a One Month Notice to end the tenancy for cause on August 11, 2025, with an effective date of September 30, 2025. A copy of the Notice was provided in evidence. As noted above, the Tenant stated he moved out of the rental unit on October 1, 2025.

The Tenant requests a reduction in rent for the period he resided in the rental unit due to the loss of use of a wash machine that was provided under the terms of the tenancy agreement. The Tenant determined this amount to be \$150.00 per month. The Landlord confirmed the Tenant had paid rent on June 30, July 30 and August 30, 2025. The Tenant stated the wash machine had never worked during his stay in the unit. The Landlord stated she had contacted a plumber to fix the wash machine upon the earliest notice she received it was malfunctioning from the tenant residing in another unit on the rental property. The Landlord provided invoices for the plumber to fix the wash machine dated July 11, 2025, July 17, 2025, and July 23, 2025 (after being at the property on July 21 and 22, 2025). The Landlord stated that at one point the plumber required access to the Tenant's unit for purposes of finding or clearing a blockage in the pipes that was the source of the wash machine not operating properly. The Landlord stated the Tenant at first agreed but when the plumber arrived on September 18, 2025 to jet-wash the pipes and remove the blockage, the Tenant denied the plumber access thereby causing a delay in remedying the issue to September 22, 2023. The Landlord submitted a video provided by the other tenant indicating the wash machine was working as of August 23, 2025. The Landlord stated the Tenant had provided only one receipt for doing his laundry at a laundromat in the approximate amount of \$25.00 which she agreed to reimburse the Tenant. The Tenant did not provide any further receipts to the Landlord nor were receipts provided in evidence.

The Tenant requested a further reduction in rent due to noise from the upstairs tenant. He stated the tenants in the unit above his unit were loud and interrupted his sleep. The Tenant explained he went to bed early and wore ear plugs each evening due to the upstairs occupants' loud discussions and walking around their unit. He also stated they had a late-night party which required him to call local law enforcement to complain as it

continued later into the evening. The Tenant requested a 7.5 percent reduction in rent as compensation for loss of quiet enjoyment. He explained that 15 percent would be the upper limit on a request and he was reducing this amount by 50 percent. The Tenant testified when he rented the unit from the Landlord he informed her that he required a quiet place as he had recently lost a family member.

The Landlord stated both sets of tenants in the rental property had complained to her about the other tenant's noise, noting police reports she submitted wherein the upper-level tenants complained of yelling by the Tenant. She stated the Tenant's complaints were only made after she issued the One Month Notice. The Tenant drew attention to a copy of a text message he sent the Landlord on July 20, 2025, complaining of the noise emanating from the upstairs unit.

The Tenant also requested \$190.00 in the loss of clothing he stated were damaged by the wash machine. He stated after washing the clothes they came out with grease and he disposed of all items. Although he had not purchased any replacement he provided in evidence the replacement costs based upon the cost of the items at a local store. The Landlord stated she only received one photograph depicting a white rag that had grease on it as evidence in support of the Tenant's claim. The Landlord further disputed the Tenant's claim stating it was her understanding that the wash machine had grey water in it and the Tenant could have re-washed his clothing. The Tenant denied it was grey water stating it was contaminated and the clothes were a loss.

Finally, the Tenant stated the paint on the hood of his car had been damaged. The Tenant stated it was his belief that the other tenants had damaged his car. The Tenant had not provided an estimate for the damage requesting the Landlord pay his insurance deductible of \$200.00. The Landlord stated she had received an email from the Tenant at the time requesting she pay the deductible and accusing the upstairs tenants of the damage.

Analysis

Is the Tenant entitled to an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Section 27 of the Act states that a landlord may terminate or restrict a service or facility, that is not a material term or is essential to the tenants' use of the rental unit as living accommodation, if they give 30 days' notice in the approved form and reduce the rent in an amount that is the same as the reduction in value of the tenancy.

Section 65 of the Act allows an arbitrator to make an order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement for repairs, services or facilities agreed upon but not provided.

I find the Tenant has provided sufficient evidence to sustain his burden of proof that the wash machine in the unit was to be provided by the Landlord pursuant to the tenancy agreement, that it was material or an essential component for his use of the unit, and it had malfunctioned entitling him to a reduction in their rent. The evidence provided the Tenant was without a wash machine for the period July 11 through August 23, 2025. Although the Landlord made best efforts to have the repair accomplished and took corrective measure by promptly calling a plumber, the repair was extensive as evidenced by the repeated service visits by the plumber. The only evidence provided by the Tenant was a receipt from a self-service laundry in the amount of \$25.00. I find it reasonable the Tenant would have incurred that amount on a weekly basis and thus I find the Tenant is entitled to a reduction in rent he has paid for loss of the wash machine from July 11 to August 23, 2025 (6 weeks), totaling \$150.00 (which includes the \$25.00 the Landlord stated she had agreed to reimburse the Tenant based upon the receipt he provided to her).

However, I am not satisfied there was sufficient evidence provided by the Tenant regarding damages for loss of quiet enjoyment due to the alleged noise from the other occupants/tenants in the unit above his. The Landlord's evidence established that each unit's tenants had complaints about the other's noise levels, and the Landlord provided adequate warning to the tenants regarding their noise.

For the above reasons, the Tenant's application for an order to allow the Tenants to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act is granted and I find the Tenant is entitled to an award of \$150.00 as and for a past reduction in rent for loss of use of the wash machine as provided under the tenancy agreement.

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find the Tenant has not provided sufficient evidence for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The Tenant requested the Landlord pay the \$200.00 deductible for damage to the hood of his vehicle he attributed to the upper-level tenants. I find the Tenant has not provided sufficient evidence to establish on a balance of probabilities that the other

occupants/tenants in the rental property are responsible for the damage. Furthermore, I find the Tenant did not provide evidence that, even if the other occupants intentionally damaged his vehicle, the Landlord is responsible for those acts of the other tenants. Finally, the Tenant provided no evidence of estimated cost of repair to support his claim that the Landlord pay the \$200.00 deductible.

The Tenant testified his clothing was damaged when he used the wash machine, and assessed this damage at \$190.00, but stated he had not purchased replacement clothes. The Tenant presented no evidence the clothes damaged by the wash machine met replacement value. I find the Tenant has not provided sufficient evidence in support of his request for monetary damages in the amount of \$190.00 for clothes allegedly damaged by the wash machine in the rental unit.

For these reasons, the Tenants' application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

Conclusion

Pursuant to section 63 of the Act, to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **one (1) day, after service of the Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant's application is granted for reduced rent under sections 27 and 65 of the Act. I grant the Tenant a Monetary Order in the amount of **\$150.00** under the following terms:

Monetary Issue	Granted Amount
a monetary order for reduced rent under sections 27 and 65 of the Act	\$150.00
Total Amount	\$150.00

The Tenant is provided with this Order and the Landlord must be served with **this Order** as soon as possible. Should the Landlord(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

The Tenant's remaining claims as set forth above in the statement of preliminary matters that were moot by the Tenant vacating the rental unit are dismissed without leave to reapply. I make no findings on those claims.

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

Dated: October 1, 2025

Residential Tenancy Branch