



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Tenant monetary claim of \$5,333.03 for a rent reduction due to unmitigated repairs not done in a reasonable time, costs of accommodation, damaged furniture, payment for vet bill related to a dog attack, counselling fees related to dog attack and the filing fee.
- Landlord monetary claim of \$17,145.01 for unpaid rent, damages and other compensation under the Act, including the \$100.00. filing fee and to retain the Tenant's security deposit towards any amount owed.

Those listed on the cover page of this decision attended the hearing and were affirmed, except for counsel. Counsel was not affirmed as counsel has already sworn an oath as they are an officer of the court. Words utilizing the singular shall also include the plural and vice versa where the context requires.

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

Both parties confirmed service.

Preliminary Matters

Under section 62(3) of the Act, as both parties confirmed their email addresses, I authorize the parties to serve each by email for any resulting orders. The parties may rely on this decision as proof that email service has been authorized and both parties are reminded that documents served by email are deemed served 3 days after the email is sent. Therefore, both parties are reminded to check their email, including junk mail folders daily, to avoid any service issues.

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following.

To be awarded compensation for a breach of the Act, the applicant must prove the following 4-part test for damages or loss (4-part test):

- the respondent 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 applicant acted reasonably to minimize that damage or loss

The parties agreed that the tenancy began on January 28, 2024. Monthly rent was \$1,500.00 per month and always due on the 15th day of each month. Both parties confirmed that the security deposit has already been addressed in a previous decision. The rental unit is the basement of a home in Coquitlam, BC.

There is no written tenancy agreement between the parties. As a result, I find the Landlord breached section 13 of the Act, which requires every tenancy agreement to be in writing. Under section 13 of the Act, the standard terms of all tenancy agreements, whether in writing or not, are set out in the Schedule of the *Residential Tenancy Regulation* (the Regulation). Under section 62(3) of the Act, I order the Landlord to ensure that all future tenancy agreements are in writing.

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

In this matter, the onus of proof is on the Landlord to prove their claim, and the onus is also on the Tenant to prove their claim. Failure to meet the burden of proof will result in the claim being dismissed.

Landlord's application

<i>Document Number</i>	<i>Receipt / Estimate From</i>	<i>For</i>	<i>Amount</i>
#1	Rent	May 15 - June 15, 2025	\$ 1500
#2	Rent	June 15 - July 15, 2025 (nc	\$ 1500
#3	Legal Fees	retainer on deposit	\$4000
#4	Livewire Mechanical	Plumber fees	\$483
#5	Home Depot	Dehumidifier	\$ 300.16
#6	Home Depot	Carpet Blower	\$ 124.80
#7	End of the roll	Carpet & Underlay Purchas	\$ 638.40
#8	Windmill Home Services	Carpet & Underlay installati	\$ 307.65
#9	Inhabitable Basement Suite	monthly rental income (due	\$ 1500
#10			\$
Total monetary order claim			\$ 10354

I will first address items 4 through 9, which all relate to a flood in the rental unit that the parties agreed occurred on May 4, 2025 (the Flood). What is in dispute is who is at fault for the Flood. The Landlord alleges the Tenant is at fault for power washing without first asking for verbal permission of the Landlord in May 2025, while the Tenant claims the Landlord is at fault for failing to keep the outside tap in proper working condition and that permission should not be required to use an outside tap in May for power washing.

While both parties provided a great deal of testimony as to the events of the Flood on May 4, 2025, I will summarize the testimony by stating that in 2024, the Landlord indicated that they tested the outside hose bib (Outside Tap) with a hose and although the Tenant was power washing in 2024, there was no water leakage as a result. In May 2025, however, the Landlord claims that the Tenant was negligent by not asking permission before power washing on May 4, 2025, as the Landlord was overseas and had not yet tested the Outside Tap with a hose for the 2025 season to ensure it was working properly.

The Landlord testified that had the Tenant asked them for permission to power wash, the Landlord would have said “no”. Tenant’s counsel (T Counsel) submits that there is no written tenancy agreement and no requirement to ask for permission before power washing or using the Outside Tap.

Both parties confirmed that they did not submit an insurance claim. While the Tenant indicated that they had Tenant Insurance they did not file a claim. The Tenant stated that they were told it was the responsibility of the Landlord, however, I find the Tenant did not provide sufficient evidence of such a conversation or anything in writing from the Tenant’s insurer to support that the Tenant’s claim would be wholly denied, which I will address later in the Tenant’s application. The Landlord confirmed that they did not file a claim because their insurance deductible would increase due to a previous insurance claim made by the Landlord.

The Landlord submitted that by May 18, 2025, the rental unit was substantially repaired and became habitable once again. The parties agreed that the Tenant gave their written notice on June 3, 2025, that they would be vacating the rental unit

While the Landlord presented invoice and receipts for the amounts being claimed for items 4 through 9, I find that the Landlord has failed to prove that the Tenant breached the Act or the tenancy agreement. Firstly, there is no written tenancy agreement that requires the Tenant to first ask permission before power washing. Secondly, I find that using the Outside Tap in May 2025, which is the end of Spring and near the start of Summer and is not close to Winter, so should not be expected to cause any damage and is not negligent in any way, and that failure to test the Outside Tap and keep it in good working order is the sole responsibility of the Landlord.

In addition to the above, I find that as the Landlord was overseas, the Landlord had an obligation to ensure a Landlord agent tested the Outside Tap at the start of Spring which I find to be March 2025 or at the very latest, April 2025, which the Landlord failed to do. Therefore, I find the Landlord was responsible for the leak that occurred due to a lack of proper maintenance and Outside Tap testing and that the Landlord had prior knowledge that the Outside Tap could be an issue and failed to test it before May 2025.

Given the above, I find the Landlord has failed to meet the burden of proof for items 4 through 9, inclusive, and as a result, I dismiss items 4 through 9 without leave to reapply, due to insufficient evidence.

I will now address the remainder of the Landlord’s claim in numerical order.

Item 1 – This item is for \$1,500.00 for unpaid rent of May 15 to June 15, 2025. As the Tenant admitted that they did not pay rent for May 2025 and failed to initiate or provide proof that their Tenant insurance claim for rent assistance and rental accommodations were denied by their Tenant insurance, I find that rent of \$1,500.00 was due and payable on May 15, 2025, as required in the tenancy agreement.

I find the Tenant breached section 26 of the Act, which applies and states that whether or not the landlord complies with the Act, the tenant must pay rent on the date that it is due unless they have a right under the Act to deduct all or a portion of rent. I find the Tenant had no right under the Act to withhold May 2025 rent.

Given the above, I find the Landlord has met the burden of proof for this item. I grant the Landlord **\$1,500.00** as claimed for unpaid May 2025 rent.

Item 2 – The Landlord has claimed for loss of rent for June 2025. As the Tenant did not give notice to vacate the rental unit until June 3, 2025, I find that since rent was due on the 15th day of each month, the earliest the tenancy could end based on the Tenant’s notice was July 15, 2025. Therefore, I find that the Tenant also owes June 15 to July 15, 2025, rent of **\$1,500.00**, which I grant in full. I find the Tenant failed to comply with section 45(1) of the Act, which requires tenants to give written notice effective on a date that is not earlier than one month after the date the landlord received the notice **and** is the day before the day in the month that rent is payable, which in this matter was June 15, 2025, for June 15 to July 15, 2025 rent.

To clarify, the Tenant would not have been liable for June 15 to July 15, 2025, rent had the Tenant given written notice **before** May 15, 2025, which the Tenant provided no evidence of during the hearing.

Item 3 – This item relates to legal fees and was withdrawn by the Landlord during the hearing. I do not grant leave to reapply.

Tenant’s application

#1	Bed replacement Quote - Wayfair	Bed Broken by the landlord	\$ 1093.84
#2	Bank Statement showing rental amount c	Rent reduction while unabl	\$ 1967
#3	Receipt from Sam and Shelden	Accomodations while unabl	\$ 950

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#4	Tanya Dang Counselling	Counselling re:Dog attack	\$ 135
#5	Tanya Dang Counselling	Counselling re:Dog attack	\$ 135
#6	Furkin Pet Insurance Invoice	Vet #1 Bill after insurance	\$206.41
#7	Furkin Pet Insurance Invoice	Vet #2 Bill after insurance ir	\$ 721.15
#8	Amazon receipt	Recovery donut for dog	\$ 24.63
#9	RTB Dispute resolution Fee	Fee for filing dispute	\$ 100
#10			\$
Total monetary order claim			\$ 5333.00

Items 1 and 3 – The Tenant has claimed \$1,093.84 for a cost of a bed that was 10 years-old according to the Tenant. For these items, I find the Tenant has failed to meet part 4 of the 4-part test by providing proof that a Tenant insurance claim was denied. I find testimony about what occurred during a telephone call regarding what the insurance company would cover or not, is not sufficient to meet the burden of proof. However, due to the Landlord’s admission that the Tenant’s bed broke while the Landlord was moving it and without the Tenant present, I find the Landlord liable for a nominal amount. Therefore, I grant a nominal amount of **\$200.00** to reflect that the Landlord damaged the Tenant’s bed, while moving it. Any higher amount is dismissed due to insufficient evidence of additional value, without leave to reapply.

Item 2 – This item relates to the cost of accommodations during the Flood of \$950.00. I decline to grant the \$950.00 amount claimed due to what I find to be insufficient evidence that the Tenant minimized their loss as required under part 4 of the 4-part test for damages or loss by not providing proof of a denied Tenant insurance claim. Therefore, this item is dismissed without leave to reapply, due to insufficient evidence.

Items 4 through 8 deal with a dog attack that occurred on May 20, 2025. There is no dispute that a dog attack occurred and that the aggressor dog belonged to the son of the Landlord and that the dog that was attacked belonged to the Tenant. This dog attack occurred on the common property. While I find that I do not have jurisdiction to reimburse any of the items 4 through 8 under the Act, the Tenant may wish to seek

compensation through the Civil Resolution Tribunal that does deal with compensation for dog attacks. Therefore, items 4 through 8, inclusive, are dismissed without leave to reapply.

However, related to the aggressor dog of the Landlord's son, I find the Landlord did breach section 28(d) of the Act. This finding is based on the Landlord's failure to provide the Tenant quiet enjoyment of the rental unit and common property on May 20, 2025. In addition, the Landlord's failure to ensure the common area was free from significant interference. I find this breach warrants a rent reduction of May 15 to June 15, 2025, rent of **\$200.00**, given the severity of the significant interference. This amount is not intended to compensate the Tenant for items 4 through 8 and is solely a rent reduction due to the Landlord's breach of section 28(d) of the Act.

I find that both filing fees offset each other so decline to grant either.

Pursuant to section 67 of the Act, I find the parties have provided the following monetary claims:

Landlord = \$3,000.00 comprised as follows:

Item 1: \$1,500.00
Item 2: \$1,500.00
Item 3: withdrawn
Items 4 to 9: dismissed

Tenant = \$400.00

Items 1 and 3: \$200.00
Item 2: \$200.00
Items 4 to 8: dismissed

After offsetting the \$3,000.00 Landlord claim from the Tenant's \$400.00 monetary claim, I grant the Landlord a net Monetary Order of **\$2,600.00** in the Landlord's favour.

Conclusion

Both parties had some success. The filing fees are not granted as they offset each other.

The Landlord is granted a Monetary Order of **\$2,600.00** as indicated above, and the Tenant must be served with **this Order and a demand letter before it is enforced**. The following link is the RTB website that explains how to serve and enforce a Monetary Order (Order):

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/tenancy-dispute-resolution/serving-and-enforcing-orders/monetary-order>

Should the Tenant 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.

This decision will be emailed to both parties. The email addresses for all parties have been included on the cover page of this decision.

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: February 6, 2026

Residential Tenancy Branch