

## **DECISION**

### **Introduction**

This hearing dealt with cross applications including:

the Tenant's November 4, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

the Landlord's December 18, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The February 2, 2026, hearing was attended by the Tenant and the Landlord who was supported by Legal Counsel. The Landlord also had a Witness attend who is the President of the strata council.

Parties had the opportunity to provide sworn testimony and refer to evidence.

### **Service of Notice of Dispute Resolution**

The parties agreed that they were served Notice of Dispute Resolution Proceedings as described.

### **Service of Documentary Evidence**

The parties agreed that they were served copies of the others' documentary evidence as described.

## **Preliminary Matters**

The parties agreed that the tenancy ended because the Landlord issued Notice for Landlord Use and that the Landlord was provided with an Order of Possession for this Notice from the RTB after a June 16, 2025, hearing.

The parties also previously participated in a hearing before me on November 5, 2025, regarding the Tenant's request for the return of the security deposit. The parties agreed that the required value of the security deposit has since been returned.

## **Issues**

- Is either party entitled to their claim for damage or loss under the Act, regulation or tenancy agreement?
- Is either party entitled to recover the costs of the filing fee for their application?

## **Background and Evidence**

I have reviewed relevant documents and testimony but will only refer to what I find relevant in my decision making.

The residential property is townhouse constructed in 1989. The Landlord purchased their unit in 2004. The unit has 2.5 bathrooms which the Landlord argued were newly renovated in 2021. The Landlord painted the residential property prior to the tenancy starting and stated that new flooring was installed in 2015. The rental unit is 2 storey and approximately 1200 square feet.

The parties agreed that a move in condition inspection and a move-out condition inspection were completed with attendance by all parties and that the Landlord produced the required condition inspection report on both occasions. Counsel for the Landlord referred to an Affidavit sworn by the Home Inspector to argue that most of the damage associated with this claim was water related and due to negligence as evidenced by "stale water stains".

The Tenant reviewed their \$13,967.21 for compensation for losses associated with this tenancy as set out within their RTB-37 Monetary Order Worksheet dated November 4, 2025:

- Contaminated food \$79.26
- Loss of enjoyment \$12,178.2
- Mental health counselling \$1505.0
- Pest control \$204.75

The Tenant stated that they are claiming compensation for food to account for food that was damaged by rodents as shown in pictures prior to 2024 and that they estimated the

financial cost of loss by looking at Costco prices. Counsel for the Landlord denied responsibility for loss of food, stating that the rodents were caused by the Tenants.

The Tenant is claiming compensation for loss of quiet enjoyment as set out within their written documentation arguing that they lost the use of their kitchen due to the rodents being attracted to food preparation smells. The Tenant stated that their family subsequently ordered take out and or cooked only small items during this tenancy. The Tenant also indicated that there were rodents in the upper floor bedroom.

The Tenant stated that they attempted to minimize their losses associated with this tenancy by actively and consistently reporting issues to the Landlord. The stated that they were unable to vacate the rental unit early because a “back problem” which made the process of moving too cumbersome. The Tenant also spoke of borrowing a cat in an effort to treat the ongoing rodent issue.

Counsel for the Landlord denied responsibility for this portion of the claim and argued that the Tenant was frequently on business trips and so this suggests that they should have been able to vacate if they were really bothered by rodents. Instead, Counsel for the Landlord argued, as late as May 2025, after receiving the Notice for Landlord use, the Tenant still wanted to live in the rental unit, and this is why they disputed the Notice for Landlord use.

The Tenant claimed compensation for counselling costs that were said to been caused by this tenancy and referred to professional invoices provided. Counsel for the Landlord denied responsibility for these costs and argued that the landlord has also experienced great stress from this tenancy.

The Tenant is also claiming costs of pest control treatment for August 2025 because they had just returned to the rental unit with their new infant. The Tenant’s other child is a 10-year-old. The Landlord denied responsibility for this claim.

Counsel for the Landlord reviewed their \$35,000.00 claim for compensation as outlined in a December 18, 2025, Monetary Order Worksheet (RTB37) which shows a total financial claim of \$70,817 which consists of the following claims for which invoices were provided:

- Interior construction and renovations: \$68,000.00
- Pest management: \$204.75 x 2
- Plumbing (sink): \$958.13
- Plumbing toilet: \$404.25 + \$223.52
- Plumbing hot water heater: \$821.79

Counsel for the Landlord referred to a one-page invoice from a construction company in the amount of \$77,931.00 to argue that the Landlord had to install new flooring, new kitchen, and new bathrooms because of water damage caused by neglect of the Tenant

and their failure to give Notice to the Landlord of water damage throughout this tenancy. The Landlord argued that a portion of flooring needed to be repaired because the Tenant did not use heat during winter of 2022 which caused condensation.

Counsel for the Landlord stated that the Landlord to not make an insurance claim to cover any of this amount because the work was caused by “negligence.” Counsel also confirmed that the Landlord was aware that they could have applied for compensation through the Supreme Court had they wanted to pursue the full amount of their damage claim and not be constrained by the \$35,000.00 limit of the RTB.

The Tenant referred to their comprehensive records of text communications with the Landlord to argue that they repeatedly gave Notice of pests and water leaks. The Landlord argued that the Tenant selectively edited their text message communications to not provide the full history. Counsel for the Landlord referred to pages 29-40 in their Landlord’s affidavit document to show proof of acknowledged text message conversations with the Tenant.

Counsel for the Landlord stated that the Tenant refused to give access to the Landlord for inspections during this tenancy but acknowledged that they did not provide any verifiable documentation in support of this claim.

The Tenant argued that prior to the Landlord giving Notice to end their tenancy in early 2025, they allowed the Landlord access without needing written Notice of access as considered by section 29 of the Act. The Tenant stated that it was only after the Landlord evicted them for retribution, that the Tenant refused to give access 4-5 times in a month as requested.

The Landlord’s Witness who is the Strata President spoke to read the substance of their affidavit into the teleconference record, alleging that the Tenant’s wife informed the Witness that the Tenants were catching water from the ceiling in buckets on the floor. The Witness advised the Tenant to inform the Landlord and Counsel for the Landlord, stated that the Landlord was only advised of water leaks at this time.

The Landlord stated that parts of their roof was repaired in March 2025 by the Strata and that no evidence of this invoice was provided. The Tenant denied the occurrence of any roof repair during this tenancy.

The Landlord’s Witness also spoke to their evidence regarding Strata investigation of “abnormally high” water usage which was tracked to a block of properties within the townhouse complex, including the rental unit. The entrance area toilet was found to be running and required a new flapper to address the issue.

The Tenant argued that a running toilet is separate from a leaking toilet.

The Tenant also denied responsibility for the “kitchen sink” invoice from the Landlord in August 2025 and stated that they had their neighbour call the Landlord because the

Tenant and family were out of the country at the time. The Tenant suggested that the blockage was in the common pipe between their two unit which is not their responsibility. Legal Counsel for the Landlord agreed that there was no documentary evidence to verify that the blockage was caused by the Tenant, only that the plumber supposed advised the Landlord that the blockage was caused by the Tenant.

The Tenant argued that this was not true because they have video of the plumber on site which shows that only the Tenant was observing the plumber. The Landlord also alleged without evidence that the Tenant altered the plumbing under the sink.

The Tenant argued that the Landlord experienced water leaks because of “poly b” plumbing, and that a major leak occurred before this tenancy started, and then again in November 2022. The Tenant referred to the video of the move-out inspection to argue that this is stated by the Landlord on video. Counsel for the Landlord clarified that the Landlord fixed leaks when they occurred.

The Landlord referred to two invoices for pest control, in April 2025 and June 2024 to argue that rodent issues were caused by the Tenant “leaving the door open” and leaving debris and food around. The Tenant denied causing rodent issues and argued that other residents in the townhouse complex experienced rodent issues. The Strata President denied this claim of wider rodent issues and testified that they personally observed the Tenant leave their backdoor open.

The Tenant denied leaving their backdoor open and argued that when they did, the screen was also closed. The Tenant reiterated that they always contacted the Landlord when issues arose. Legal Counsel repeatedly referred to the Tenant’s photo of a pizza box to argue that the Tenant left food out during the tenancy.

The Landlord is also claiming compensation in the amount of \$821.79 in June 2025 because of an “obvious” leak near the hot water heater which the parties agreed was housed in a mechanical roof behind a steel door within the rental unit. The Tenant referred to the text messages provided and argued that they provided Notice to the Landlord of the suspected leak when it occurred.

## **Analysis**

The applicant is required by RTB Rule of Procedure 6.6 to provide the evidence necessary to establish their claim on the balance of probabilities.

### **Is the Tenant entitled to their claim for monetary loss?**

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

- the landlord 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 tenant acted reasonably to minimize that damage or loss

More information about this 4-part test for loss is provided in RTB Policy Guideline 16.

Regarding the portion of the Tenant's claim related to pest control, the RTB generally considers costs for pest control to be the responsibility of Landlord's as part of their obligations to maintain a safe rental unit as required by section 32(1) of the Act. Unless of course, the Landlord establishes on the balance of probabilities that the presence/continued presence of rodents within a rental unit was caused by the tenant through action or neglect.

This is because 32(2) of the Act requires that tenants maintain "reasonable health, cleanliness and sanitary standards" throughout their rental unit and any portion of a common area that they have access.

I reviewed the text of the Landlord's two pest control invoices (2024 and 2025) and find that they include no written comment from the provider to suggest that treatment was the result of the Tenant. Instead, all that is provided on these invoices is a summary of services provided.

Where the Landlord stated in their affidavit that they always responded to the Tenant's requests for support for rodents, the Tenant provided screenshots and an accompanying timeline to argue that they contacted the Landlord regarding pests in:

- August 2023
- Feb 2024
- May 2024
- June 2024

But the Landlord only sent pest control treatment on June 7, 2024, as shown on their invoices. The Tenant wrote in their Statement of Claim document that the rodent issue continued because of "deteriorated drywall and cabinet" and that they texted the Landlord against in April 2025 because the rodent issue became "extremely severe".

This is when the Landlord provided evidence of a second round of treatment as shown in their invoice for services on April 28, 2025. As shown in the Landlord's Statement, they responded to text messages from the Tenant at that time to argue that the rodents were caused by the Tenant's failure to maintain a clean-living space. The Tenant as shown in the Landlord's evidence, responded with: "you can come over and check the hygiene condition".

I reviewed the Tenant's Evidence 1 document and find it includes proof of text messages to the Landlord from August 2023 indicating food damage caused by rodents. Because the Landlord failed to coordinate pest control treatment in 2023 in response to this reasonable request from the Tenant, I find that the Landlord is responsible for paying the Tenant's request for compensation for contaminated food in

the amount of \$79.26 as the Tenant satisfied all parts of the 4-part test for loss and the claim amount is nominal.

Regarding the portion of the Tenant's claim for loss of quiet enjoyment under section 28 of the Act, RTB Policy Guideline 6 sets out that:

“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.”

I find that dealing with rodents within a rental unit between August 2024 and June 2025 when the Landlord coordinated professional pest control treatment, to be a persistent violation of the Tenant's right to quiet enjoyment and regular expected use of their kitchen for food preparation and storage during this tenancy.

I find that there are 10 months between August 2024 and June 2025 that the Tenant paid full rent to the Landlord but was not provided with a rental unit that satisfied the Landlord's obligations under section 32(1) of the Act. Because monthly rent was 2800-2900 during this time period, I find it reasonable to reimburse the Tenant with \$500.00 for each month during this period as compensation for loss of quiet enjoyment and that they satisfied the 4-part test for loss.

$10 \times \$500 = \$5,000.00$

Regarding the portion of the Tenant's claim for compensation for counselling, I find this outside of the scope of the RTB and is not a claim that a reasonable person would have ever considered as a possible consequence of a tenancy agreement. I therefore dismiss this portion of the claim and do not give leave to reapply.

Regarding the portion of the Tenant's claim for the costs of pest control treatment in August 2025, the final month of tenancy, I accept that the Tenant paid this cost, however, I find that they failed to establish on the balance of probabilities that they put a written request for treatment to the Landlord in August 2025 that was ignored.

I therefore find that the Tenant failed to satisfy the 4-part test for loss for this portion of their claim.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Tenant is entitled to a Monetary Order for losses associated with this tenancy agreement under section 28 and 67 of the Act, in the amount of \$5,079.26.

### **Is the Landlord entitled to their claim for monetary loss?**

Section 35 of the Act establishes that, at the end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

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

More information about this 4-part test for loss is provided in RTB Policy Guideline 16.

Claims for damages are also assessed against RTB Policy Guideline 40 which sets out the expected serviceable life of various components within a rental unit. I reviewed the testimony from the Landlord regarding the age of the various building components within the rental unit prior to this tenancy starting, against the video provided by the Tenant of them walking through the rental unit prior to the move-out inspection.

I find that the kitchen cabinets appeared to be in reasonable condition when this tenancy ended considering that they were likely at least 20+ years old based on the style. Likewise, I find that the cabinets in the bathrooms appeared to be at least 20+ years old based on the style. This is notable because the Landlord argued through Legal Counsel that the bathrooms were newly installed when this tenancy started in 2022.

I therefore find that the Tenant is not responsible for the costs of cabinet replacement as claimed by the Landlord in their single page invoice from a construction company in support of the Landlord's \$68,000 claim as set out on their monetary order worksheet because as set out in RTB Policy Guideline 40, the expected serviceable life of particle board cabinets is 15 years. Furthermore, as observed in the Tenant's video of the rental unit, all cabinets appear to be in reasonable shape at the end of the tenancy which means no damage (considering the age and lack of photos/videos to support the condition of these items at the start of tenancy) was observed as considered by section 32(3) of the Act.

Regarding the 4-part test for loss as it applies to the remainder of the Landlord’s renovation claim, I find that the Landlord’s evidence of renovation work fails to specify the constituent costs for components the Landlord argued had to be replaced at the end of this tenancy. Only a total price for work was provided.

Product	Price	TOTAL QTY.	EXTENDED TOTAL
Site preparation, demolition and disposal(drywall incl.)	0.00	sum	included
Supply and install drywall needed and makegood ready to paint	0.00	sum	included
Remove and reinstall new water line	0.00	sum	included
Replace all electrical outlet, baseboard heater included	0.00	sum	included
Supply and install custom kitchen cabinet (flash to ceiling)	0.00	sum	included
Complete bathrooms' renovation including fixtures	0.00	sum	included
Supply and install laminated flooring (except foyer & hallway)	0.00	sum	included
Supply and install stairs with carpet	0.00	sum	included
Supply and install new blinds & window sill (same as countertop)	0.00	sum	included
Install owner supply appliances and fixtures	0.00	sum	included
Re-paint whole house (including doors , ceiling and garage)	0.00	sum	included
Install new glass railing	0.00	sum	included
Sub-total			<b>\$ 68,000.00</b>

I also note that no visual evidence was provided by the Landlord to confirm renovation works have been completed and that the condition of the rental unit has been improved/restored since this tenancy ended.

While I accept that the condition inspection report was provided and accepted as evidence from both sides, and that the comments on move out suggest that the interior condition of the rental unit was significantly degraded during the tenancy, I note that no photos or videos were provided by the Landlord to confirm the condition of the rental unit before the tenancy, or after the tenancy, or after renovations.

Regarding the testimony from the Tenant about “poly b pipes” I note the portion of the \$68,000.00 invoice for renovation includes a section for “remove and reinstall new water line” which is not a typical repair project at the end of the tenancy. I also note the testimony from the Landlord that any leaks during the tenancy were addressed.

I therefore find that the Tenant is not responsible for costs of re-piping or associated drywall work required for this pipe replacement completed after this tenancy ended. I make this finding with regard to the Home Inspector comment regarding water staining in the ceiling of the kitchen, which based on my review of the Tenant’s video evidence, was likely caused by water supply lines to the upstairs bathrooms and not the alleged roof leak spoken to without verifiable evidence by the Strata President.

I note the Tenant’s May 8, 2024, text message evidence of communicating cabinet related water leak problems to the Landlord, which indicates that the Tenant reported relevant housing standard issues to the Landlord when they occurred. I observed the Tenant’s proof of text message communication provided in their Response document where the Tenant writes on June 7, 2024, about black mould found within the rental

unit. I also see proof of text messages from the Tenant to the Landlord in March 2025 where the Tenant reports that the ceiling is leaking.

I therefore find that the Landlord failed to mitigate their losses associated with this claim because they did not provide evidence of promptly responding to the Tenant's various concerns during this tenancy at the time the concerns were raised.

Regarding the portion of the Landlord's claim for new carpet, I find that the Tenant's video of the carpet on move-out indicates it was in reasonably clean condition considering that it was approximately 10 years old at the time and RTB Policy Guideline 40 sets the expected serviceable life for carpets at 12 years. I therefore decline to award any compensation for carpet replacement. I likewise decline to Award compensation for new blinds because they appeared to be in reasonable condition at the end of the tenancy as shown in the Inspection video provided by the Tenant.

Regarding the portion of the Landlord's claim for new laminate flooring, I accept the Landlord's testimony that the flooring was new in 2015 and that it was severally damaged at the end of the tenancy, with video footage showing most of the boards split apart. However, I also note the testimony from the parties that this splitting was observed by the Housing inspector on move-out at which time the Landlord allegedly acknowledge the damage as caused in part by a water leak prior to this tenancy starting.

I note photos provided by the Tenant of the wall beside the laminate flooring from June 2025, indicating leaking poly B pipe which I find would have contributed to separated laminate flooring. I also find that the Landlord provided no evidence in support of their claim that the Tenant allegedly altered pipes in the kitchen.

I nevertheless award a nominal amount of \$5,079.26 as full and final compensation for losses associated with damages renovated/repared by the Landlord after this tenancy ended because the Landlord established on the balance of probabilities that they conducted significant renovations within the rental unit after this tenancy ended (\$68,000+) arguing that this claim was the result of negligence from the Tenant.

I make this award as considered by the guidance in *Boon v. Mann, 2015 BCSC 990* and because I noted during the hearing, what appears to be a mouldy corner in one of the upstairs showers and the Tenant provided no explanation for this portion of their claim. I also find relevant the Landlord's testimony that the Tenants allegedly refused entry to the rental unit, and that the Tenant provided only a selection of text messages during the tenancy, two factors which likely impacted the Landlord's ability to satisfy their obligations under section 32(1) of the Act and RTB Policy Guideline 1.

I note for clarity that this award for \$5,079.26 is in response to the Landlord effective claim \$32,182.81 in compensation for damages associated with this tenancy because they applied for compensation from the RTB with our limit of \$35,000.00 as a total claim

for compensation, which meant that the Landlord claimed the balance (between \$32,182.81 and \$35,000.00) as costs for pest control and plumbing services.

Regarding the portion of the Landlord's claim for plumbing bills (toilet/sink/hot water heater) I find that they failed to establish on the balance of probabilities that these costs were the result of a failure by the Tenant. I make this finding because a house that needs to be re-piped after a tenancy ends, is likely a house that required frequent plumbing calls, regardless of how a tenant lived within a rental unit. I note that increased water usage was not part of the claim before me. Likewise, I find that the costs of replacing a toilet flapper is a regular maintenance item with no reasonable person anticipating costs of \$600+ for flapper replacement, as claimed by the Landlord in this dispute.

I therefore dismiss the plumbing portion of the Landlord's claim and do not provide leave to reapply.

Likewise, I find that the Landlord failed to establish on the balance of probabilities that the Tenant was responsible for the costs of pest control treatment in 2024 and spring 2025 due to the alleged failure by the Tenant to maintain the rental unit in a sanitary condition, or keep the door closed, as alleged by the Landlord. No persuasive or verifiable documentation was provided by the Landlord to support their testimony or the testimony from the Strata president.

I was not persuaded that the singular pizza box by the door of the rental was proof of hygienic practices. Likewise, I find that had the Tenant failed to maintain the rental unit in a sanitary state during this tenancy, this likely would have been reflected in the documented condition of the rental unit at the end of the tenancy, which though it appeared worn, otherwise appeared clean. Likewise, I find that the Tenant's various videos from the interior of the rental unit during the tenancy support my observation that the Tenant maintained a clean unit during this tenancy, despite the ongoing problems with rodents.

I therefore dismiss this portion of their claim without leave to reapply.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act, in the amount of \$5,079.26.

### **Is either party entitled to recover the costs of the filing fee?**

I find that neither party was significantly successful in their applications and so I find that neither is entitled to recover the costs of filing for this application from the other.

## **Conclusion**

Both the Landlord and the Tenant are entitled to Monetary Orders for loss/damage to the rental unit or common areas under section 67 of the Act, in the amount of \$5,079.26.

The effect of this identical award is that they cancel each other out.

I find that neither party was significantly successful in their applications and so I find that neither is entitled to recover the costs of filing for this application from the other.

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

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Residential Tenancy Branch