



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC OLC FF O

Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; an order that the landlord comply with the Act, regulation or tenancy agreement; and recovery of the filing fee for the cost of the application. Both parties agreed that the tenant moved out and therefore the tenancy has ended, and on that basis I dismiss the portion of the tenant's application regarding an order that the landlord comply with the Act.

Issue to be Decided

Is the tenant entitled to the monetary amount claimed?

Background and Evidence

The tenant's evidence was as follows. The tenant met with the landlord regarding the landlord's advertisement for a room for rent, and at that time the landlord assured the tenant that he would receive a key for the outside door and put a lock on the door to his room. The landlord informed the tenant that there was a policy of no drugs or alcohol in the house. When the tenant arrived to move in on June 30, 2008, the tenant learned that the residence is a safe house, doors are locked at 11:00 pm on Monday through Thursday and at midnight on Friday through Sunday, no tenant may have keys except for the caretaker, the landlord does drug testing of the tenants, and one of the tenants with whom the tenant would be sharing a bathroom had hepatitis C. In the evening on June 30, 2008 the tenant was in his room without his shoes on and he accidentally

stepped on what appeared to be a broken piece of a crack pipe. The tenant provided photographs of the broken piece of glass. The tenant became alarmed and attended at the hospital, and he did not return to the rental unit. The tenant seeks return of the \$450 he paid for rent for July 2008, and an additional \$450 as compensation for the stress of having to immediately find a new place to live.

The evidence of the landlord is as follows. The residence is not a safe house, and the landlord does not do drug testing on the tenants. The tenant asked for his own key, and one was left for him on top of the fridge. The other tenants prefer the lock-up arrangements as they are. There was no broken crack pipe. The landlord was aware that the tenant lived in the room for two or three days. The landlord re-rented the room on July 22, 2008.

Analysis

I find that I prefer the evidence of the tenant as more credible than that of the landlord. I find that the landlord was not honest with the tenant about the terms of the tenancy, and the tenant was entitled to terminate the tenancy immediately. The tenant is entitled to recovery of the rent he paid for July 2008. I am not satisfied that the tenant is entitled to a further award of \$450. The tenant is entitled to recovery of the filing fee.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$500. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 11, 2008.