



Dispute Resolution Services

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

Decision

Dispute Codes: CNC MNDC

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy and for a monetary order for money owed or compensation under the Act, regulation or tenancy agreement. During the hearing the tenant acknowledged that she moved out on August 21, 2008, and I therefore dismiss the portion of the tenant's application seeking to cancel the notice to end tenancy.

Issue to be decided

Is the tenant entitled to the monetary amounts claimed?

Background and evidence

The tenant's evidence was as follows. The tenant's evidence was that when she first viewed the rental unit on June 27, 2008, the unit still required painting, repairs and cleaning, and the landlord assured the tenant that the work would be done by the time the tenant moved in. When the tenant moved in on July 1, 2008 the work had not yet been done. The landlord did not issue the tenant any receipts, so on July 7, 2008 the tenant purchased a receipt book. The landlord used three of the receipts and the tenant now has possession of the receipt book.

The landlord paid for some of the paint and supplies to complete the painting, but not enough to complete the job. The landlord verbally agreed to let the tenant pick out paint in colours she preferred. The tenant spent \$188.35 on paint and supplies that the landlord did not reimburse her for. The landlord then did not do the painting, so the

tenant, who was five months pregnant at the time, carried out the painting herself. The tenant is claiming for painting of three and a half rooms over 14 days, for eight hours each day, at \$10 per hour for a total of \$1000 for her labour.

The landlord did not adequately vacuum the rental unit, so on July 23, 2008 the tenant rented an industrial strength vacuum and transported it to the rental unit by taxi, for which the tenant claims \$77.

The tenant moved out of the rental unit and returned the key to the landlord on August 31, 2008. The tenant claims for half of her moving costs in the amount of \$500 on the basis that the landlord was harassing her on a daily basis and her blood pressure was going up, and she could no longer deal with the stress of the tenancy.

The landlord's evidence was as follows. The landlord had leftover paint that he intended to use to paint the rental unit. At no time did the landlord agree to reimburse the tenant for the costs of the paint she purchased or for her labour. The tenant in fact was told specifically not to paint the trim or baseboards but she painted everything including trim, baseboards, doors and furniture. The landlord instructed the tenant to re-paint in neutral colours before she left, but she did not do so. The tenant took it upon herself to rent the vacuum and the landlord does not agree that such vacuuming was necessary. The landlord does not feel the tenant is entitled to her moving costs as she decided to move out.

Analysis

In considering all of the evidence, I find that the tenant acted on her own volition to purchase paint and supplies and carry out the painting, as well as rent the vacuum cleaner and transport it by taxi. As the tenant did not give the landlord the receipt book I find she is not entitled to claim for the cost of it. Finally, the tenant decided of her own volition to move out.

Conclusion

I find that the tenant is not entitled to any of the monetary amounts claimed, and accordingly the tenant's application is dismissed.

Dated September 10, 2008.