



# Dispute Resolution Services

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

## Decision

Dispute Codes: MNDC FF

## Introduction

This hearing dealt with an application by the tenant for a monetary order for return of rent and the security deposit, moving costs and compensation for undue stress. Both the tenant and the landlord participated in the teleconference hearing.

## Issue(s) to be Decided

Is the tenant entitled to the monetary amounts claimed?

## Background and Evidence

The tenancy began on February 1, 2009 as a one-year fixed term tenancy, with monthly rent in the amount of \$980. On January 11, 2009 the tenant paid the landlord a security deposit of \$480. The tenant vacated the rental unit on February 15, 2009.

The relevant evidence of the tenant was as follows. The tenant met with the landlord on January 11, 2009 to sign the tenancy agreement, pay the security deposit and introduce her dog to the landlord. The landlord told the tenant it was not necessary to meet her dog, because the tenant was obviously a responsible pet owner.

The tenant moved in on February 1, 2009, and almost immediately the landlord began harassing the tenant about her dog, her personal possessions, and where her guests could smoke. The landlord continued to cause the tenant daily stress. On February 9, 2009 the landlord gave the tenant a letter in which the landlord attempted to establish new rules or terms that were not included in the tenancy agreement. On February 10, 2009 the landlord called the tenant's work to verify the tenant's employment. On

February 13, 2009 the landlord informed the tenant that she would have to pay a pet deposit. In the tenant's view, the landlord had breached the tenancy agreement by her inappropriate behaviour. On February 15, 2009 the tenant vacated the rental unit, after leaving the landlord a voicemail message to inform the landlord that she was vacating.

The tenant has claimed the following: \$980 for return of the rent she paid for February 2009; return of her \$490 security deposit; \$400 for moving costs; and \$3000 for undue stress. The tenant estimated her moving costs based on the amount she had spent moving into the rental unit.

The response of the landlord was as follows. The landlord never yelled at the tenant. The landlord received a complaint from another tenant in the building about the tenant's personal stuff in common areas, specifically the driveway and porch. The landlord also received a complaint about the tenant's dog. The bylaws require dogs to be on a short leash and not left unattended. One of the tenant's guests was smoking near the window of another tenant who has health problems. The landlord was not seeking to add anything new to the tenancy agreement, only to respond to other tenants' complaints and enforce the rules and bylaws.

### Analysis

In considering the testimonial and other evidence of both parties, I am not satisfied that the landlord's behaviour entitles the tenant to the return of rent paid for February 2009 or other compensation for the tenant's stress or moving costs. The landlord may have overreacted to the tenant's actions regarding her dog, her personal property and her guests, but the evidence suggests that at least some of the landlord's concerns were valid. The tenant chose to end the tenancy rather than make an application for dispute resolution.

The landlord has not made an application to retain the security deposit, and I find that the tenant is therefore entitled to recovery of the security deposit of \$490.

As the tenant's application was partially successful, I find that she is entitled to partial recovery of her filing fee, in the amount of \$5.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$495. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated May 4, 2009.