



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, LRE

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation due to damage or loss, order the landlord to comply with the *Act* and suspend or set conditions on the landlord's right to enter. The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing in person. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the *Act*.

Summary of Background and Evidence

Matters concerning this tenancy were heard under files 758416 and 760133 on September 2, 2010. In this hearing the tenant was successful in their application and awarded \$225.00 compensation for breach of the tenant's peace and quiet enjoyment. Issues regarding the trash being thrown in the rental unit by the landlord, the electricity being shut off by the landlord, the plugged toilet and the condition of the rental unit due to the last tenant were heard in the September hearing and orders issued by the Dispute Resolution Officer upon the landlord.

The landlord in the previous hearing was ordered to: ensure the electricity stayed on, provide emergency contact information to the tenant, obtain a plumber to have the toilet unplugged, install at least one smoke detector, clean and degrease the kitchen.

The tenant testified that after the September 2, 2010 hearing that the landlord and his mother who live upstairs embarked on a campaign of harassment by purposely making noise to disturb the tenant. The tenant stated that the landlord and or his mother would drop heavy items on the floor, stomp on the floor and leave a radio on exceedingly loud over the tenant's room. On November 24, 2010 the power to the stove was tripped off and the landlord made no effort to turn it back on until November 27, 2010. The tenant was left to clean the bathroom and kitchen on her own after the previous tenant

vacated. The tenant stated that the landlord did not provide an emergency contact number or clean and degrease the kitchen as ordered in the September 2, 2010 hearing.

The tenant stated she gave the landlord 1 month's to vacate the rental property when she paid her October 2010 rent and vacated the rental unit on November 27, 2010. The tenant testified that the landlord did not conduct a move-in or move-out inspection report. The tenant provided the landlord with her forwarding address in writing on December 9, 2010 and the landlord to date has not returned the tenants security deposits or filed through this office to keep the security deposits.

The tenant is seeking the following compensation:

Loss of quiet enjoyment	\$800.00
Cleaning supplies, carpet cleaning	\$200.00
Cleaning supplies	\$8.00
Travel time to get supplies	\$180.00
Cleaning of counters, sink, light switches	\$135.00
Clean fridge	\$90.00
Heater purchase	\$24.63
Clean tenants room entrance	\$90.00
Pick up trash with police	\$45.00
Wash couch cover	\$45.00
Plane tickets to Calgary	\$316.00
Security deposit & key deposit	\$245.00 x 2 = \$490.00

Analysis

Based on the documentary evidence and testimony I find that the tenant has met the burden of proving that she has entitlement to compensation for breach of her peace and quiet enjoyment, cleaning, cleaning costs and the landlord's failure to comply with orders. Since the September 2, 2010 hearing the landlord actively campaigned to disrupt the tenant's peace and quiet enjoyment, failed to reconnect the tenant's electricity in a timely manner and failed to comply with orders issued by this office; for these matters the amount of \$739.83 will be awarded to the tenant

I find that the tenant is entitled to return of double the security deposits as the landlord has not complied with Sections 23 or 38 of the *Act*, the amount of \$490.00 will be awarded to the tenant.

Loss of quiet enjoyment	\$400.00
Cleaning supplies, carpet cleaning	\$67.20
Cleaning supplies	\$8.00
Travel time to get supplies	\$50.00

Cleaning of counters, sink, light switches	\$60.00
Clean fridge	\$25.00
Heater purchase	\$24.63
Clean tenants room entrance	\$45.00
Pick up trash with police	\$15.00
Wash couch cover	\$45.00
Plane tickets to Calgary	\$0.00
Security deposit & key deposit	\$245.00 x 2 = \$490.00

I find that the tenant has established a monetary claim for \$1229.83.

Conclusion

I find that the tenant has established a monetary claim for **\$1229.83**.

A monetary order in the amount of **\$1229.83** has been issued to the tenant and a copy of it must be served on the landlord. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 9, 2011

Residential Tenancy Branch