



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”).

Noting that the body of the application does not identify a claim for compensation but that the evidentiary materials filed indicate such a claim, the Tenant clarified at the onset of the Hearing that a monetary order for compensation, in the amount equivalent to one month’s rent, was being claimed. The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on or about April 25, 2011. Rent in the amount of \$475.00 is payable monthly on or before the first day of each month. At the onset of the tenancy, the Landlord collected a security deposit of \$250.00. The Tenant states that no move-in inspection was conducted. The Landlord states that a move-in inspection was conducted, that the Tenant signed the report but that no copy of that inspection was provided to the Tenant. The Parties agree that in January 2011 the Parties had a dispute, that the Tenant was served with a notice to end tenancy but that the dispute was settled through a mutual agreement to end the tenancy on April 30, 2012 and the notice to end tenancy was withdrawn by the Landlord.

The Tenant states that the Landlord’s actions to evict the Tenant are harassment and that this harassment continued following the mutual agreement. The Tenant states that after the mutual agreement was reached, the Landlord called the Tenant’s income provider and informed that the Tenant had not paid rent and was no longer living at the unit. As a result, the Tenant states that his cheque due near the end of February 2012 was withheld by his income provider. The Tenant states that his time and \$100.00 was spent travelling to provide evidence to his income provider that the rent was paid and that the Tenant still lived at the unit. The Parties agree that the Landlord provided three

rent paid receipts to the Tenant for this purpose. The Landlord denies calling the Tenant's income provider with such false information, states that the Tenant has no evidence about who called the Tenant's income provider and states that it would not be in the Landlord's interest to do such a thing as the Landlord wishes to receive rent payments. The Tenant states further that the Landlord is asking the Tenant to pay for utilities (gas heat) that the Tenant does not owe. The Landlord states that a copy of utility bill was provided to the Tenant in January 2012 and that a demand for payment of the utilities was provided to the Tenant on March 5, 2012.

The Tenant states that at move-in the unit was unclean and that the Tenant cleaned the unit without compensation from the Landlord. The Landlord states that the unit did require some cleaning to the floors and walls and no compensation was provided for the Tenant's cleaning of the unit.

The Tenant states that the unit contains mold and mildew. The Landlord states that the Tenant did not inform the Landlord of this problem and that the Landlord only found about the problem when the Tenant served the application. The Landlord states that the unit has not been inspected for mold and mildew since as the Landlord is concerned that the Tenant will accuse the Landlord of harassment.

The Tenant claims compensation for the actions of the Landlord in the amount equivalent to one month's rent.

### Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. Given the direct conflict on the oral evidence provided between the Parties in relation to the provision of information to the Tenant's income provider, I find that the Tenant has failed to substantiate harassment on the part of the Landlord and I dismiss this part of the claim. Without making a finding on whether the Landlord has a valid claim to utilities, and noting undisputed evidence that the Landlord has requested payment for utilities and has made a demand for payment, I find that the Landlord has not acted in an unreasonable manner in making such demand and therefore has not harassed the Tenant on this point. I therefore dismiss this part of the Tenant's claim.

Given the Parties agreement that the unit was unclean at move-in and that the Tenant cleaned the unit, I find that the Tenant has substantiated reasonable compensation for

the cleaning in the amount of \$100.00. Given the evidence of the Tenant in relation to mold and mildew and the Landlord's evidence that no inspection for such has taken place for fear of being accused of harassment, I order the Landlord to attend to the unit and make an inspection for the presence of mold or mildew.

As the Tenant has been found to be entitled to a monetary amount of \$100.00, I order the Tenant to deduct this amount from rent payable for April 2012.

Conclusion

I Order the Tenant to reduce rent for April 2012 by \$100.00. 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 19, 2012.

---

Residential Tenancy Branch