



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNSD

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$18,426.60 and a request for recovery of the \$100.00 filing fee.

### Background and Evidence

The applicant testified that:

- I moved into the rental unit on April 1, 2011, and between April 1 and April 15, I spent a total of 70 hours cleaning the apartment to bring it up to a liveable condition.
- On April 21, 2011 I agreed to pay \$2000.00 per month for rent and the landlord agreed to accept work done in lieu of the damage and pet deposit.

- The deal was that I would rent the whole three-bedroom unit and then could rent out rooms to other tenants.
- The landlord did not cooperate with my attempts to rent of the other rooms.
- The landlord illegally entered my rental unit without my permission and then on August 27 he verbally told me I had to be out of the rental unit by September 1, 2011.
- I called the Residential Tenancy Branch and they inform me that I did not have to move unless the landlord gave me a proper Notice to End Tenancy.
- I told the landlord about the proper eviction protocol however the landlord stated I have no rights.
- September 5 2011 the power to the hot tub was turned off and then on September 7 the water to the suite was turned off.
- September 16, 2011 I returned home from work to find the locks had been changed and my personal belongings and vehicles had been removed from the property.
- I had to pay Whistler Towing to release my one of my vehicles, however a truck and a utility trailer containing spare tires are still missing.

The applicant is therefore requesting an order as follows:

Short -term accommodation costs	\$1000.00
Towing costs	\$201.60
Missing truck	\$3300.00
Missing utility trailer	\$1000.00
Missing tires	\$1000.00
Return rent paid	\$8100.00
Return security deposit	\$1000.00
Return pet deposit	\$750.00
Return utility costs	\$225.00
70 hours of cleaning X \$25.00 per hour	\$1750.00
Filing fee	\$100.00 0

Total	\$18426.60
-------	------------

The landlord testified that:

- The applicant agreed to rent a three-bedroom suite for \$2000.00 per month and that he would be responsible for the entire suite and collect rents from roommates as required.
- We did agree to credit the tenant with the security/pet deposit if he did some needed repairs, however he never did do those repairs, and in the end they had to do than themselves.
- The applicant was unable to keep the rooms full in the rental unit and as a result requested a reduction in the monthly rent.
- They did not interfere with the applicant's ability to rent out rooms, and there is no reason why any rent should be returned to the applicant.
- The applicants claim that he spent 70 hours cleaning is also ludicrous especially since he repeatedly allowed his dog to defecate on the floor in the rental unit and did not clean it up, creating unsanitary conditions.
- His roommates were concerned that he may be selling marijuana out of the suite and so with the roommate's permission I entered the rental unit and sure enough found a rather large bag of marijuana in the applicant's closet.
- Due to the marijuana and the fact that the applicant had not lived up to the original agreement, we verbally asked the applicant to vacate the rental unit.
- Not only did the applicant fail to vacate, he remained in the suite for 1 1/2 months more without paying any rent or Hydro.
- They repeatedly asked the applicant to move and finally one day when they were visiting relatives in Ontario we were informed by his roommates that he packed up and moved out.
- At no time did we physically move any of his belongings out of the rental unit.
- We did change the locks to the whole rental property, because some keys to some of the other suites had been lost and for security reasons we changed all locks.

- We did turn the water off to the rental unit after a suspicious major flood occurred, only to ensure that no further water damage occurred. The damage from the flood exceeded \$20,000.00 and loss rents in excess of \$8,000.00.
- We did not have any of the applicant's vehicles towed however he had numerous vehicles parked on the neighbour's property and if they were towed perhaps he should be consulting the neighbour to find out what happened to them.
- We believe this whole claim is bogus and has been totally fabricated.
- We ask that this claim be dismissed in full

### Analysis

It is my decision that the applicant has not met the burden of proving any of his claims.

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

The applicant states that he believes that the landlord moved his belongings out of the rental unit, however he has no evidence in support that claim, and the applicants roommate has supplied a written statement that states that it was the applicant that moved his belongings out.

The applicant also claims that the landlords had his vehicles towed, however again there is no evidence to show that any of the applicant's vehicles were towed by the landlords.

The applicant claims that he did 70 hours of cleaning in the rental unit, however there is no breakdown of what that cleaning entailed and I find it hard to believe the rental unit would require 70 hours of cleaning.

The applicant claims that he did work in lieu of paying a security deposit, however again the applicant has provided no evidence of having completed any work.

Further is my decision that the applicant does not have a reasonable claim for the return of any of his rent. The applicant agreed to pay the rent and therefore he is responsible for the rent, even if he is having difficulty renting out some of the rooms.

### Conclusion

This application is dismissed in full without leave to reapply.

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: April 02, 2012.

---

Residential Tenancy Branch