



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, MNDC, RR

### Introduction

This was the hearing of an application by the tenants for an order cancelling a one month Notice to End Tenancy for cause, for a monetary order and for a rent reduction. The hearing was conducted by conference call. The tenants and the landlord participated in the hearing. At the hearing the tenants advised that they were moving out of the rental unit and would be fully moved out the day after the hearing. Because the tenants are moving, there is no basis for their application to cancel the Notice to End Tenancy, for an order that the landlords comply with the Act and for a rent reduction. The tenants' applications to cancel the Notice, for an order to comply and for a rent reduction are dismissed without leave to reapply

### Issue(s) to be Decided

Are the tenants entitled to a monetary order and if so, in what amount?

### Background and Evidence

The rental unit is a suite in the landlord's house in Kelowna. The tenancy began in April, 2011. There is no written tenancy agreement. It was determined in a previous proceeding between the parties that the tenancy began on April 22, 2011 and rent is payable on the 22<sup>nd</sup> day of each month. The tenants claimed that they were promised that cable and internet services would be included in the rent. The tenants testified that when it turned out that the cable internet were on different accounts the tenants and the landlord agreed to split the basic cable bill of \$40.00 per month.

The landlord denied that there was such an agreement.

The tenants claimed payment of the following amounts:

- |  |            |
|--|------------|
| • Shaw cable unpaid cable for 11 ½ months:         | \$1,029.07 |
| • Kitchen cleaning on move-in:                     | \$206.08   |
| • Reimbursement for undue stress, one month's rent | \$850.00   |

Total:	\$2,085.15
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The tenants claimed that they were entitled to compensation because of the landlord's conduct and the numerous problems and deficiencies in the rental unit that were not

rectified by the landlord during the tenancy. The tenants said that they Notice to End Tenancy for cause was inaccurate; the landlord had to end the tenancy because he was ordered to do so by the City on the basis that it was an illegal suite. The tenant did not submit evidence to substantiate this statement.

### Analysis and Conclusion

The onus of proving entitlement to the claimed amounts rests with the applicants. There is no written tenancy agreement and the landlord denied that it was ever agreed that the landlord would pay one half of the tenants' cable bills. I find that the tenants have failed to prove, on a balance of probabilities that the landlord agreed to pay half of the tenants' cable bills or that he is otherwise responsible for paying the claimed amounts for cable services. I note that the amount the tenants claimed for cable vastly exceeds the amount of \$20.00 per month the tenants said they were entitled to claim.

With respect to the claim for kitchen cleaning, the tenants engaged the cleaner at the commencement of the tenancy. The landlord did not agree that the cleaning was necessary and did not agree to pay the bill. The tenants have come forward seeking payment a year after the charge was incurred now that the tenancy has come to an end. I find that the tenants have not shown that the landlord is responsible for paying the cleaning bill.

Finally, although there may have been disputes, acrimony and disagreements between the parties during the tenancy, that does not entitle the tenants to a monetary award for stress or mental anguish. In proper circumstances, if the tenants had been disturbed and their use and enjoyment of the rental unit was affected by the landlord's improper conduct, the tenants might be awarded a sum for loss of quiet enjoyment, but there is no basis on the evidence before me to make an award for stress. The tenants' claim for a monetary award is dismissed without leave to reapply and the tenants' claim as a whole is dismissed without leave.

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: May 25, 2012.

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Residential Tenancy Branch