



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, O

Introduction

This matter dealt with an application by the Tenant for compensation for loss or damage under the Act, regulations or tenancy agreement, for the return of the security deposit and for other considerations.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 15, 2012. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlords’ absence.

At the start of the conference call the Tenant said the Landlords have returned the security deposit so he is withdrawing the request for the return of the security deposit from the application.

Issues(s) to be Decided

1. Does the Tenant have a loss or damage under the Act, regulations or tenancy agreement and if so how much?
2. Is the Tenant entitled to compensation for that loss or damage and if so how much?

Background and Evidence

This tenancy started on March 1, 2012 as a month to month tenancy. The tenancy ended March 6, 2012. Rent was \$900 for the first two months and \$950.00 per month thereafter payable at the end of each month. The Tenant paid a security deposit of \$500.00 which has been returned to the Tenant.

The Tenant said that there was no move in condition inspection report completed when he moved in. After the Tenant moved in he said he discovered that there were water leaks in the bathroom and kitchen, the rental unit smelled of smoke and urine, there was household garbage left in two of the storage rooms and when the snow melted the yard had household garbage and old furniture left in it. Further the Tenant said that after he moved in he discovered 3 leaks in the roof and that the walls were saturated with water. The Tenant said he did try to clean the rental unit prior to actually moving in, but on

March 6, 2012 he gave up and removed his belongings from the unit. The Tenant said he tried to contact the Landlord, but he was told the Landlord was traveling in India and could not be reached. As a result the Tenant said he moved out of the unit on March 6, 2012 and has made an application to recover his rent of \$900.00, the utilities that he paid in the amount of \$222.65, \$170.00 for cleaning supplies and his time for cleaning and hauling garbage away and the \$50.00 filing fee for this proceeding. The Tenant said his total claim is for \$1,342.65.

The Tenant continued to say that he included in his evidence package photographs of the unit and receipts for the costs that he incurred.

Analysis

Section 32 of the Act says a landlord must provide and maintain residential property in a state of decoration and repair that complies with health, safety and housing standards required by law and a landlord's obligations under the Act apply whether or not a tenant knew of a breach by the landlord at the time of entering into the tenancy agreement.

I accept the Tenant's testimony and evidence that the house was not habitable due to water leaks in the roof and in the plumbing system and that there may have been a health and safety hazard due to the amount of household garbage left in the unit from the previous tenancy. The Tenant did try to contact the Landlord without success therefore I find the Tenant acted responsibly when he moved out of the unit.

Consequently I find for the Tenant and award the Tenant the return of the March, 2012 rent of \$900.00, the utilities paid by the Tenant in the amount of \$222.65 and the costs the Tenant incurred in trying to clean the unit in the amount of \$170.00.

Further as the Tenant has been successful in this matter I order the Tenant to recover the filing fee of \$50.00 for this proceeding from the Landlords. A Monetary Order has been issued to the Tenant for the following amount.

Recover March, 2012 rent	\$900.00	
Recover utilities paid	\$222.65	
Cleaning costs	\$170.00	
Recover filing fee	\$ 50.00	
Balance due		\$1,342.65

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to section 67 of the Act, I grant a Monetary Order for \$1,342.65 to the Tenant. The order must be served on the Respondents in one of the ways state in the Act and is enforceable through the Provincial Court of British Columbia (small claims court) 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*.

Residential Tenancy Branch