



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MDDC MNSD FF O

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and further monetary compensation for damage or loss under the Act, regulation or tenancy agreement.

The hearing first convened on April 25, 2012. On that date, the tenant stated that she had not received the landlord's evidence. The landlord stated that they served their evidence to the tenant by registered mail to the address on the tenant's application for dispute resolution. The tenant acknowledged in the hearing that she had put the wrong address on the application. In order to ensure that all parties had the relevant evidence before them, I determined that it was appropriate to adjourn the hearing.

The hearing reconvened on May 17, 2012. At that time, each party confirmed that they had received the other party's evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Preliminary Issue – Security Deposit

In a decision of the director dated January 30, 2012, the landlord was granted an order allowing them to retain the security deposit in partial compensation of a monetary claim. I find that the portion of the tenant's application regarding the security deposit is *res judicata* as it has already been decided in the appropriate forum, and I therefore dismiss the portion of the tenant's application regarding recovery of the security deposit.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in the summer of 2011, with monthly rent in the amount of \$925. The rental unit is a condo in a multi-unit strata complex. The tenancy ended on January 25, 2012.

### *Tenant's Evidence*

During the tenancy there were several problems with the rental unit, particularly loud noises from the unit above her and a bad odour of dog urine and feces that the tenant believed was coming into her unit through the ventilation system from the condo above. The stench was driving the tenant nuts, and she has asthma. The tenant informed the landlord of the problems, but the landlord failed to comply with the tenant's requests and complaints. The tenant also wrote a letter to the strata about the problems. The problems were not resolved, so the tenant moved out.

The tenant is claiming recovery of all the rent she paid during the tenancy, totaling \$7400; and \$243.50 for her moving costs.

### *Landlord's Response*

The tenant moved out of the rental unit not because of the smell but because she was unable to pay the rent, and because she allowed her daughter to have a party in the rental unit where damage was done to the strata property and noise complaints were made.

The tenant did call the landlord and complain about noise and smells, and the landlord asked the tenant to provide specifics. The tenant never passed that information on to the landlord; instead, she wrote a letter to the strata. The strata only deals with complaints from landlords, not tenants, and the landlord told this to the tenant.

The tenant has not provided any proof of her claim.

### Analysis

I find that the tenant is not entitled to any of the monetary amount claimed. The tenant did not provide sufficient evidence of the problems in her rental unit; moreover, she did not provide sufficient evidence that she informed the landlord of the problems and provided the landlord an opportunity to remedy the problems.

As the tenant was not successful in her application, she is not entitled to recovery of the filing fee for the cost of her application.

Conclusion

The tenant's application is dismissed.

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 31, 2012.

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Residential Tenancy Branch