



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, LAT, RR, FF

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 1 month notice to end tenancy for cause / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / authority to change the locks on the unit / authority to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, tenancy began on July 1, 2009. Monthly rent is due and payable in advance on the first day of each month. The current monthly rent is \$450.00. A security deposit of \$225.00 was collected, and a move-in condition inspection report was completed.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy for cause dated October 29, 2013. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is November 30, 2013. Reasons shown on the notice in support of its issuance are as follows:

Tenant has engaged in illegal activity that has, or is likely to:

adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord

The tenant filed an application to dispute the notice on October 31, 2013.

Subsequently, arising from rent which remained unpaid when due on October 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated November 11, 2013. Further, arising from rent which remained unpaid when due on November 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent, also dated November 11, 2013. Thereafter, the tenant testified that he vacated the unit on or about November 19, 2013, and he declined to provide the landlord with a forwarding address. There is no move-out condition inspection report in evidence.

As for compensation, the tenant seeks a total of \$2,655.00, as follows:

\$1,587.00: *replacement television*
\$268.00: *replacement bed / gym mats*
\$500.00: *replacement rug*
\$300.00: *replacement eye glasses*

The tenant claims that he has had to replace the above items as a result of damage sustained by miscellaneous pests in the unit.

The landlord claims that reports received about pests in the building are taken seriously and are addressed in a timely manner. The landlord also disputes the tenant's claim that he replaced any of the above items as a result of alleged damage from pests.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and testimony, the various aspects of the tenant's application and my respective findings are set out below.

As the tenant has vacated the unit, his application for cancellation of a 1 month notice to end tenancy for cause, and for authority to change the locks on the unit are both hereby dismissed.

In the absence of sufficient evidence to support his claim that reports of pests in the unit were not addressed in a timely and / or adequate manner by the landlord, the tenant's application for authority to reduce rent for repairs, services or facilities agreed upon but not provided is hereby dismissed.

Further, I find that the tenant has failed to meet the burden of proving that any of the above items required replacement as a result of damage sustained by miscellaneous

pests in the unit. Accordingly, the application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement is hereby dismissed.

As the tenant has not succeeded with the principal aspects of his application, the application to recover the filing fee is also hereby dismissed.

In her documentary submission in response to the tenant's application, the landlord has requested authority to retain the tenant's security deposit. However, there is presently no formal application for dispute resolution before me from the landlord. In regard to the disposition of the security deposit, the attention of the parties is drawn to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

The tenant's application is hereby 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: December 13, 2013

Residential Tenancy Branch

