



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant seeking a monetary order and an order to have the security deposit and pet deposit returned. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on October 10, 2013. The tenant provided the postal tracking number that indicates the item was unclaimed. The tenant submitted the actual letter into evidence for consideration. I found that the landlord had been properly served with notice of the tenant's claim and the date and time of the hearing and the hearing proceeded in their absence. The tenant gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, the Regulation or the tenancy agreement?

### Background and Evidence and Analysis

The tenant is the sole applicant in this matter and bears the responsibility of proving their claim. I will address each of the tenants' claims and my findings as follows:

**Tenants First Claim** - The tenancy began on or about August 29, 2013 and ended on September 3, 2013. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a

security deposit in the amount of \$425.00 and a pet deposit of \$200.00. The tenant stated that the on the day of move in the unit was not as promised. The tenant had no running water; the kitchen was not fully installed, the unit was dirty damaged, and not habitable. The tenant stated that she immediately brought this to the attention of the landlord and he responded that he had recently had financial problems and that he couldn't afford to hire anyone to prepare the suite. The tenant stated that the landlord was making attempts to correct it himself but with no success. The tenant stated the landlord was making illegal entries into the unit. The tenant made a final attempt to work with the landlord. The tenant stated the landlord verbally berated her and told her he was a drug addict and had many problems and would not be able to fix the unit. The tenant stated that she wished to cut her losses and asked to have a "mutual end of tenancy signed" but the landlord refused. The tenant stated that she gave her forwarding address in writing to the landlord on September 4, 2013. The tenant is seeking the return of her rent for the month of September, the security deposit and pet deposit. The tenant submitted photos and video to depict the state of the unit. Based on the above, the lack of any disputing evidence and on the balance of probabilities I find that the landlord breached the tenancy agreement by not providing essential services such a kitchen and running water. I find that the tenant is entitled to the return of each item claimed above for an amount of \$1475.00.

**Tenants Second Claim** – The tenant is seeking \$200.00 for cleaning over three days. The tenant stated that she was willing to work with the landlord to try to get the unit ready. The tenant stated that she attempted to clean as much as she could. The tenant provided video to support her claim. I am satisfied the tenant is entitled to \$200.00 for cleaning.

**Tenants Third Claim** – The tenant is seeking \$317.40 for ferry costs. The tenant did not offer an explanation as to why she was seeking these costs. Two opportunities were offered to the tenant to explain this claim yet she reverted to plumbing issues of the unit. Based on the insufficient evidence before me I dismiss this portion of the tenants' application.

**Tenants Fourth Claim** – The tenant is seeking \$200.00 for her time to litigate this matter, photocopying, ink, and driving to the postal outlet. It was explained the Act does not prescribe for the recovery of litigating ones claim, the tenant indicated she understood; accordingly I dismiss this portion of the tenants' application.

As for the monetary order, I find that the tenant has established a claim for \$1675.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$1725.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

#### Conclusion

The tenant is granted and a monetary order for \$1725.00.

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 02, 2013

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Residential Tenancy Branch

