



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mndc, mnd, ff

Introduction:

Both parties apply for a monetary claim as against the other, following the ending of this tenancy.

Issues to be decided:

Is the landlord entitled to a monetary award from the tenant?

Is the tenant entitled to a monetary award from the landlord?

Background and Evidence:

1. After some discussion but no agreement, the parties entered into a fixed term tenancy agreement for a term of 6 months, beginning effective September 1, 2013. Monthly rent was \$750.00. Cheques given for a security deposit and the first month's rent both bounced, and the rent for September was paid in cash on or about September 5.
2. On September 12, the parties agreed the tenancy was not working out, and that the tenancy would end immediately. No written notice was ever given by either party to end the tenancy, and no written agreement was signed to mutually agree to end the tenancy. The tenancy in fact ended September 12.
3. The male landlord verbally advised that if the tenant moved out the tenant would be required to pay rent on a pro-rated basis, for only the days she lived in the premises. No refund in rent was ever provided to the tenant however, for the balance of September.
4. The tenant incurred moving costs of \$593.78 and requests that the landlord pay these.
5. The tenant contends she was bitten and disturbed by the landlord's dog, and suffered a loss of quiet enjoyment for which she seeks compensation. The tenant's father testified the dog had nipped at his heels, and he saw scratches where the dog had nipped at his daughter's ankle. The landlord acknowledges the dog does not trust everyone, and can be yappy, but submits the tenant knew the dog barked before signing the tenancy agreement. The dog is a very small dog, apparently rescued from Mexico by the landlord. The landlord was not advised during the tenancy, of the dog's conduct towards the tenant.
6. The landlord spent 6 hours cleaning after the tenant left, and had to purchase a light panel to replace one broken by the tenant. The landlord was not able to re-

rent the premises until mid October, and claims loss of rent of \$375.00 for half of October from the tenant.

Analysis:

I find that the tenancy ended September 12 when the tenant left the premises and the landlord recovered vacant possession. I accept that the male landlord verbally promised a rebate of some of the rent, and that the tenant accepted this offer in partial consideration for the ending of the tenancy. Accordingly, I order that the landlord refund the sum of \$450.00 to the tenant, and that the landlord has no claim for loss of rent for October from the tenant.

The tenant must pay her own moving costs, given that the tenancy ended voluntarily.

While the tenant may well have been disturbed and bitten by the landlord's dog, there is no proof before me of any injury, and I accept that the landlord was not advised of the dog's behaviour, and therefore given no opportunity to rectify the problem. No award for loss of quiet enjoyment is appropriate under these conditions.

Even though the tenancy was short in duration, I accept that the premises were left in an unclean and poor condition, and that the landlord is entitled to recover the sum claimed for carpet cleaning, general cleaning, and the cost of a broken light panel. The landlord is awarded the sum of \$153.59. The landlord is also awarded the sum of \$5.68, the cost incurred due to the bounced cheques. Given that the tenant failed to properly clean the premises, I also order that the tenant must pay the landlord's \$50.00 filing fee. I note no similar fee was paid by the tenant.

The total awarded to the tenant is \$450.00. The total awarded to the landlord is \$209.27. Setting off one award as against the other, the difference is \$240.73, payable by the landlord to the tenant.

Conclusion:

I order that the landlord pay to the tenant the sum of \$240.73 immediately.

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 17, 2013

Residential Tenancy Branch

