



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 090188 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties appeared and had an opportunity to be heard.

The tenant did not serve his evidence on the landlord. Accordingly, only the documents which both parties filed will be considered in evidence.

Issue(s) to be Decided

Has the landlord breached the *Residential Tenancy Act*, regulation or tenancy agreement and, if so, has the tenant suffered any loss as a result?

Background and Evidence

This month-to-month tenancy commenced November 1, 2011. The monthly rent of \$400.00 was due on the first day of the month. The tenant never paid a security deposit.

The tenant testified that the first landlord's representative that he dealt with was A, and that he did not have any problems with him. Later, S became the property manager. The tenant says that after S became the property manager he was asked for increased rent;; there was an interruption in the water supply to the property for about a week; a rat problem developed and was not addressed by the landlord; there was a sewage back-up on the kitchen; and there was frequent conflict between S and the upstairs tenants and between S and himself. The tenant said he was ultimately served with a 10 Day Notice to End Tenancy for Non-Payment of Rent in November and he moved out in compliance with the notice. He testified that he did not dispute the notice because he had decided he could not stay in the unit any longer because of the conditions.

The tenant testified that there was an interruption in the electrical service to the house in which the rental unit was located but that S took steps to keep the hydro connected.

The landlord testified that the rent was \$400.00 and he never asked for more rent than that. However, the upstairs tenants and this tenant had some arrangement for sharing the B C Hydro bill. The account was in the name of the upstairs tenants and after they were evicted pursuant to an order of possession that account was closed. The tenant did not have any credit with B C Hydro so the landlord had the account placed in his name. The landlord said he did press the tenant for payment of the hydro bill but only received partial payment of the actual account. The landlord also testified that the tenant has not paid the full rent every month.

The landlord acknowledged there was an interruption in the water supply for a few days while the municipality was working.

Both parties filed a copy of a document that said "Received \$350.00 cash \$50.00 to be paid Friday Final settlement to vacate November 1, 2013." The document was signed by the tenant.

The landlord testified that this was the agreement reached between them at the end of September. On November 1 the tenant was still there. They agreed that the tenant would move on November 13. The tenant paid \$60.00 towards the November rent. On November 11 the tenant told him he needed another two day and paid an additional \$40.00. Finally, the landlord served the tenant with the 10 Day Notice to End Tenancy for Non-Payment of Rent.

During his testimony the tenant refused to acknowledge this document, even though he filed it as part of his evidence. His response to the landlord's evidence, which included more information than the summary above, was that the landlord was a pathological liar.

The parties had another application for dispute resolution scheduled for October. Neither party appeared because they thought they had an agreement.

The tenant claims reimbursement of \$105.00 paid to the landlord and \$1000.00 for harassment and hassle from the landlord.

Analysis

If the tenant had really wanted to continue living in this unit he could have applied to the Residential Tenancy Branch for a repair order and/or an order reducing the rent because of lack of services or repairs. There is no evidence that he did either. Instead, he entered into an agreement in which the landlord agreed that the payments made represented a full settlement of any monetary claims it may have against the tenant in return for the tenant moving out on November 1.

While it appears that there was some unpleasantness in the last several months of this tenancy, after hearing the parties' testimony I am not satisfied, on a balance of probabilities, that the landlord was the sole source of the problems.

The tenant's application is dismissed.

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: February 24, 2014

Residential Tenancy Branch

