



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNDC OLC RP LRE

Introduction

This hearing convened pursuant to the tenant's application to cancel a notice to end tenancy, as well as for monetary compensation, an order that the landlord comply with the Act, an order for repairs and an order suspending the landlord's right to enter the rental property. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing the tenant and the landlord confirmed that the tenant had vacated the rental unit on January 30, 2014. Accordingly, I only dealt with the portion of the tenant's application regarding monetary compensation.

The landlord confirmed that they had received the tenant's application. The tenant and the landlord confirmed that neither of them had submitted any documentary evidence. Both parties were given full opportunity to give testimony. I have reviewed all testimony. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on January 5, 2013. The rental unit was a cottage on the same property as the landlord's residence.

The tenant applied for compensation of \$4000. The tenant stated that the landlord told the tenant at the beginning of the tenancy that they were going to do repairs, but four months later they said they were not doing the repairs. The tenant stated that the rental unit had rampaging mould, and as a result the tenant lost some personal possessions.

The tenant stated that during the tenancy there was a period of three days where he had not water or lights. He stated that the landlord had their boat blocking the driveway. He stated that when he gave notice, the landlord restricted the tenant's access to garbage and composting services. The tenant stated that near the end of the tenancy the male landlord became physically and verbally abusive, and said that he had paralyzed someone and the tenant better not upset him because he has anger management problems.

The landlord disputed the tenant's monetary claim. The landlord stated that they only told the tenant that they would paint, not that they would do other repairs to the unit. They stated that when the tenant complained of mould, the landlord went to see it, and then a couple of days later the tenant said it was okay and did not follow up. The landlord stated that they did not restrict the tenant's services, they told the tenant not to overfill the garbage when they were vacating. The landlord acknowledged that the male landlord did have a verbal altercation with the tenant but did not make any threats to do harm.

Analysis

I find that the tenant did not provide sufficient evidence to support his monetary claim. The tenant did not detail the breakdown of the monetary amounts claimed or provide specific evidence to support those amounts. If the tenant made requests for repairs and the landlord did not do them, the tenant could have applied for an order for repairs at that time. Instead, the tenant chose to move out and end the tenancy.

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: March 13, 2014

Residential Tenancy Branch

