



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

For the landlord – OPR, MNR, MND, MNSD, FF

For the tenant – MNDC, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The landlord applied for an Order of Possession for unpaid rent or utilities; for a Monetary Order for unpaid rent or utilities; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application. The tenant applied for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for a Monetary Order to recover double the security deposit and to recover the filing fee from the landlord for the cost of this application.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other and witness on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision..

At the outset of the hearing the landlord advised that the tenant is no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord permitted to keep all or part of the security deposit?
- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant permitted to recover double the security deposit?

Background and Evidence

The parties agreed that this month to month tenancy started on June 01, 2011. Rent for this unit was \$650.00 per month due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$325.00 on June 01, 2011. The parties also agreed that the landlord did not conduct a move in or a move out condition inspection of the property with the tenant. The parties agreed that the tenant did not provide a forwarding address in writing to the landlord; however, the landlord was aware of the tenant's new address as the landlord followed the tenant to her new address on the day the tenant vacated the rental unit on April 15, 2014.

**The landlord's application**

The landlord testified that a month before the tenant moved in the unit was fitted with new carpets. The tenant brought two cats and some guinea pigs into the unit without the landlord's written permission. At the end of the tenancy the carpets were found to have five cigarette burns on them and there was pet urine stains on the carpet underlay. The carpets had to be replaced throughout the unit and the landlord seeks to recover the amount of \$932.40. This consists of \$315.00 to install the new carpets and for new underlay and \$617.00 for the new carpet. The landlord refers to his documentary

evidence showing the original carpet receipt and the new receipts for fitting, underlay and carpet. The landlord testified that the carpets were only three years old.

The landlord testified that three window blinds had to be replaced as the slats were bent and the binds had been left unclean and covered in nicotine stains. The landlord testified that the blinds were three years old. The landlord seeks to recover the amount of \$392.00 and has provided a receipt for three blinds in evidence.

The landlord testified that the tenant had disconnected her smoke alarm during her tenancy. When a routine fire inspection was carried out it was noticed that her smoke detector was missing. The inspection company replaced the smoke detector and the landlord seeks to recover this cost of \$39.20. The landlord has provided an invoice in documentary evidence. The landlord testified that when the tenant vacated the unit the original smoke detector was found in a cupboard. However, the tenant had not mentioned that she still had this detector when the new one was fitted during her tenancy..

The landlord testified that the tenant had carried out some superficial cleaning in the unit. However, the landlord testified that there were areas which had to be cleaned by the landlord such as the stove, the windows, the vents and the cupboards. The ceiling and the walls also had to be washed due to nicotine stains. The landlord testified that he does not have a receipt for this work but has provided a sample receipt from the cleaner showing the amount charged for cleaning another unit. The landlord testified that the cleaner took four hours to clean the tenant's unit and charged \$15.00 per hour. The landlord seeks to recover \$60.00.

The landlord testified that the tenant broke some tiles on two walls in the bathroom around the bathtub. The landlord testified that as the tiles could not be matched the entire two walls of tiles had to be removed by the landlord and new tiles installed. The landlord seeks to recover \$472.13 for the tiling work and has provided an invoice in documentary evidence. The landlord testified that the tiles were 10 years or more old.

The landlord testified that the tenant caused some damage to the drywall over the toilet. The landlord testified that he did this work to repair the wall himself and the work took three hours. The landlord testified that he also had to take the old carpet to the dump. The landlord seeks to recover \$135.00 for his labour, gas costs and dump fees which came to \$27.00. The landlord has not provided any receipts or invoices for this work.

The landlord testified that the tenant did not provide proper notice to end the tenancy. The landlord testified that he received a text message from the tenant on February 10, 2014 giving the landlord 40 days notice and stating that the tenant would be vacating the unit on April 15, 2014. The landlord testified that he requested the tenant to provide written notice to end the tenancy but the tenant failed to do so. The landlord testified that no rent was paid for April and the landlord seeks to recover \$650.00. The landlord testified that he was unable to re-rent the unit until May 01, 2014 due to the repairs that were required in the unit.

The landlord seeks an Order to be permitted to keep the tenant's security deposit of \$325.00 in partial satisfaction of this monetary claim. The landlord also seeks to recover the \$50.00 filing fee from the tenant.

The tenant disputes the landlord's claim. The tenant testified that the landlord has an onsite manager of the building. The tenant testified that she asked the manager if she could keep pets about six months after the tenant moved in. The manager gave the tenant verbal permission to do so and the tenant kept two cats which were litter box trained and five guinea pigs. The tenant testified that the staining on the carpets shown in the landlord's pictures was not there when the tenant moved out as the carpets had been cleaned by the tenant. The tenant refers to her documentary evidence showing the carpet cleaning machine receipt. The tenant testified that the unit has problems with damp and mould and this discoloration of the carpet could be caused by that. The tenant testifies that she was unaware of any cigarette burns on the carpets and testified that both the landlord and the building manager smoke. The tenant submitted that the landlord could have burnt the carpet in order the tenant for the cost of replacing the

carpet. The tenant also refers to the landlord's receipt for carpet fitting and testified that this receipt is written in the landlord's own handwriting. The tenant submitted that the landlord's claims are fraudulent.

The tenant testifies that the blinds were not new at the start of the tenancy. The blinds were not damaged by the tenant or her cats. The tenant testified that the blinds had been cleaned with soap and hot water at the end of the tenancy.

The tenant agrees that she did disconnect the smoke alarm as it was malfunctioning during the night. The tenant testifies that she had informed the manager of this issue around June 2012. However, the smoke alarm was not replaced until the inspection in October, 2012. The tenant testified that she had cleaned the unit to the best of her abilities. The stove would not come clean; however, a deep clean of the rest of the unit was done prior to moving out. The tenant agreed that they may have missed some areas.

The tenant disputes the landlord's claim that she broke tiles in the bathroom. The tenant testified that the tiles did not match anyways as shown in the tenant's photographic evidence. The tenant testified that she does not recall if there were any broken tiles around the bathtub during the tenancy as the tenant's photographs of this area does not show broken tiles. The tenant refers to the landlord's documentary evidence of the receipts for the tiling and testified that one receipt show unit 10 while the tenant's unit was unit one. The other receipt shows a different address for tiling. The tenant questions the credibility of these receipts.

The tenant testified that they did not damage the drywall above the toilet. The wall in the bathroom suffered with many soft spots due to the humidity and moisture in the unit. Also the fan in the bathroom did not work properly and the tenant had to leave the door open when taking a shower.

The tenant testified that everything about the tenancy was done on a verbal basis. No documentation was provided by the landlord for the tenancy. The tenant testified that she therefore gave the landlord written notice by text message. The tenant agrees that she now understands that a notice must be in writing.

The landlord cross examined the tenant and asks the tenant if the smoke detector was missing or faulty and why did the tenant not give it to the person fitting the new smoke detector. The tenant responded that it was faulty and the tenant testified that she had paid for the new detector in cash. The landlord testified that no cash was received from the tenant. The landlord asks the tenant about the cleaning and if the tenant had cleaned the unit did the tenant clean the vents, the windows or tracks. The tenant responded that she agreed that they did miss a few things.

The landlord testified that in reference to the tenant's concerns about the receipts for the tiles. The date of the 4th month and the invoice was made in April however the invoice shows work done on two units. The other unit had tiling done in the January and this unit's work was done in April. The address is different because it is a company the landlord uses for tiling and this is the address for one of the landlord's other buildings which the tiling company have on file. The tenant's address and unit number is also included in the invoice. The landlord refers to the handwritten receipt and testified that the carpet has installed by one of the landlord's other tenants who is a carpet fitter. The landlord agrees he did write the receipt as the cost of fitting the new carpets was deducted from that other tenant's rent for the month.

The tenant declines the opportunity to cross examine the landlord.

### **The tenant's application**

The tenant testified that they first noticed there was a mould issue in the unit in May 2013. The tenant testified that she informed the manager who told the tenant she would provide a dehumidifier. However, the tenant testified the dehumidifier was not provided until July 2013. This dehumidifier was drawing out six liters of water a day; however, the

mould problem became worse. The tenant testified that she spoke to the manager again in October, 2013 about the mould and the landlord then came to the tenant's unit. The landlord said he would dig up the garden to determine the cause of the mould but the landlord did not do this work until April 02, 2014 after the tenant had already given notice to end the tenancy.

The tenant testified that she and her boyfriend experienced health issue while living in the unit. At first they did not attribute these to mould but after they had moved out these health issues disappeared. The tenant testified that they moved out because of the mould and the tenant's cat and one guinea pig also died from respiratory ailments. The tenant testified that there was mould evident in the living room, the kitchen and the bedroom closet. The tenant refers to a written statement from the tenant who was living in the unit above who has stated that there had been some flooding between the two units prior to the tenant moving in. That statement also indicates that the landlord did not remedy the water damage. The tenant seeks to recover the moving costs incurred of \$375.00. An invoice for this cost has been provided in documentary evidence.

The tenant testified that after moving to a new unit the tenant and the tenant's boyfriend detected an odour from the tenant's furniture. The tenant testified that they cleaned the tenant's furniture with bleach and water but the smell remained. The tenant testified that she was worried the mould would appear on her furniture and cause further health problems so the tenant decided to dispose of her furniture. The tenant testified that they disposed of two night stands, a double dresser, a mattress, a couch and a love seat. The tenant seeks to recover \$216.00 for a company to remove these items to the dump. An invoice for this has been provided in documentary evidence.

The tenant testified that she had to replace this furniture and purchased two couches second-hand for the same price she originally purchased the other couches. The tenant seeks to recover \$200.00 and has provided a copy of the advertisement and response in documentary evidence.

The tenant testified that she also replaced the two nightstands and a dresser and has provided a copy of the invoice in documentary evidence. The tenant seeks to recover only these items on the invoice which also contained other bedroom furniture. The tenant seeks to recover \$250.00 plus tax (\$280.00) for the nightstands and \$299.00 plus tax (\$334.88) for the dresser. The tenant also seeks to recover the cost of a new bed which came with a mattress. The tenant has provided an invoice for the bed and mattress of \$337.48 plus tax (\$377.97). The tenant testified that only her mattress was disposed of and not the bed. The tenant testified that the mattress was five to six years old and the other furniture was six to seven years old.

The tenant testified that due to health issues brought on by the stress and harassment caused by the landlord the tenant lost time off work and had to attend the hospital. The tenant seeks to recover the sum of \$274.40 for this loss of earnings.

The tenant testified that she suspected that the manager had entered the tenant's unit based on a conversation the tenant overheard between the manager and another tenant. This conversation was concerning the manager's entry into the other tenant's unit; the tenant suspected that the manager could have also entered the tenant's unit when the tenant was not at home. The tenant testified that her boyfriend was also verbally harassed and threatened by the landlord when the landlord threatened to punch her boyfriend in the head if the tenant did not clean the carpets of the unit. The tenant testified that the landlord also followed the tenant to her new unit when she moved out and entered the building and the tenant's unit without permission. The landlord became verbally aggressive again and the police had to be called. The tenant refers to a letter from her new landlord who overheard some of the events on the day the tenant moved into that building. The tenant testified that she was forced to move from her rental unit due to the mould issues and the landlord's non compliance with the *Act* regarding addressing the mould. The tenant testified that this was also due to the mould killing two of the tenant's pets. The tenant testified that she therefore seeks to claim \$600.00 from the landlord for a loss of quiet enjoyment.



The tenant seeks to recover double the security deposit as the landlord did not do the condition inspections with the tenant. The tenant testified that the landlord has extinguished his right to file a claim to keep the security deposit and should therefore have returned it to the tenant within 15 days.

The landlord disputes the tenant's claim. The landlord testified that there was a small amount of mould in the bathroom caused by the tenant not putting the shower curtain inside the bath when she took a shower. The landlord testified that the building has had some water leaks in the past from water tanks; however, these were on the other side of the building. The landlord testified that he did go to the tenant's unit and did get some drainage men to dig up the garden to see if there were any problems with the foundations. This work was done in April, 2014 and no cracks were found in the foundations. The landlord testified that in October the tenant had informed the building manager that she had wiped the mould clean and it was now gone so not to worry about it.

The landlord testified that the tenant's pets could have caused dampness in the walls with urine and any water trays. The landlord testified that the tenant did not vacate the unit due to mould issues as the tenant had informed the manager that she wanted a two bedroom unit and asked if the landlord had any available.

The landlord disputes the tenant's claim for the removal of her furniture and the purchase of new furniture. The landlord testified that the tenant has not shown that her furniture had mould and the landlord believes the tenant wanted to buy new furniture for her new unit. The landlord testified that the tenant has provided no evidence to show she had any health problems due to living in the unit and there is no documentation for either a doctor or the hospital.

The landlord disputes that he or his manager has ever entered the tenant's unit without permission. The landlord testified that the tenant had changed the locks to her unit and had not provided a key until she had moved out. The landlord disputes that he entered

the tenant's new unit. The landlord agrees he did follow the tenant to her new unit but testified that he did this because the tenant's did not give the landlord a forwarding address. The landlord testified that he entered the building and stood outside the tenant's door simply to obtain the unit number. The landlord testified that the police were not called at that time but the tenant's boyfriend had called them earlier while they were still moving out of the unit. The landlord denies saying anything to the tenant or the tenant's boyfriend at the new unit.

The tenant calls her witness who is the tenant's boyfriend. The witness testified that he was in the tenant's unit numerous times during the tenancy and noticed that the unit was very humid and damp. This was before they noticed any mould. In May 2013 the witness testified he was helping the tenant clean when they found a patch of mould behind the couch. They cleaned this with bleach and hot water and the tenant reported it to the building manager the next day. The manager offered a dehumidifier to the tenant; however, this did not appear until a few months later. The dehumidifier extracted a lot of water and was full every day. The witness testified that the tenant used this for a few months but due to rising hydro costs the tenant had to stop using it.

The witness testified that the mould reappeared and the tenant cleaned it again and informed the manager. A month or so later the landlord came to the unit to look at the mould and the witness was there to let the landlord in as the tenant was at school. The witness testified that the landlord did not look around the unit but he did say he would get his men to dig up the garden to have a look at the walls. The witness testified that the landlord did not do this until April, 2014 after the tenant had given her notice to leave. The witness testified that there was mould in the living room, kitchen and closet.

The witness testified that he suffered some health issues when staying in the unit. His nose bleed, he got weird rashes and his eyes were itchy. The witness testified that he did not seek medical help for these conditions but they did stop when the tenant moved out and the witness was no longer visiting the unit.

The witness testified that he helped the tenant move from the unit and on that day the landlord would not let them use the driveway for the moving truck and was aggressive and rude to the tenant's boyfriend. The witness testified that the landlord followed the moving truck to the tenant's new unit and entered the building and the tenant's unit without permission. The landlord stood in the tenant's unit and looked around and then informed the witness that he knew where they lived. The witness testified that he felt threatened by the landlord's behaviour and rude comments and so called the police. The police spoke to the landlord and told him not to bother the tenant or the witness.

The landlord cross examines the witness and asked the witness if the witness had asked the landlord if they could use the driveway. When the landlord said no, did the witness become hysterical and start screaming at the landlord which caused the landlord to retaliate. The witness responded that he barely said anything to the landlord. The landlord asks the witness if the landlord actually entered the tenant's new unit or was he standing in the doorway. The witness responded that the landlord crossed the threshold and looked around the tenant's new unit.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties and witness. With regard to the landlord's application for damages; I have applied a test used for damage or loss claims to determine if the claimant has met the burden of proof in this matter:

- Proof that the damage or loss exists;
- Proof that this damage or loss happened solely because of the actions or neglect of the respondent in violation of the Act or agreement;
- Verification of the actual amount required to compensate for the claimed loss or to rectify the damage;

- Proof that the claimant followed S. 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

In this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the Act on the part of the respondent. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

With this test in mind I have determined the following sections of the landlord's claim:

I am satisfied that the carpet was new at the start of the tenancy and that the tenant smoked inside the unit. I find therefore on a balance of probabilities that the carpet was damaged with cigarette burns through the tenant's actions or neglect; although there is insufficient evidence to show the carpet was also damaged with pet urine. I am not satisfied with the tenant's explanation that the landlord and his building manager went to the unit after the tenant vacated and deliberately burnt the carpet. The carpet was three years old and a useful life of a carpet is considered to be 10 years in accordance with the Residential Tenancy Policy Guidelines # 40. Consequently, I have deducted 30 percent from the landlord's claim of \$932.40. The landlord is therefore entitled to a monetary award of **\$652.68** for replacement carpets and associated costs.

With regard to the landlord's claim that the tenant left three blinds bent and dirty, I am not satisfied that the landlord has met the burden of proof that the tenant was responsible for any damage to three sets of blinds. The landlord has not provided sufficient evidence such as a move in or move out inspection report and there is no photographic evidence showing damaged blinds. Consequently, this section of the landlord's claim is dismissed.

With regard to the landlord's claim for a new smoke detector; the tenant agrees that she did remove the smoke detector and has testified that it was malfunctioning. However, the tenant should have provided this to the landlord or left it visible for the fire safety inspection so it could have been determined what if anything was malfunctioning on the smoke detector. Furthermore, I have no proof before me that the tenant paid in cash for the new smoke detector at the time it was fitted. As the tenant failed to mitigate the loss in this matter and I find the landlord has established a claim for the replacement smoke detector of **\$39.20**.

With regard to the landlord's claim for cleaning; I have considered the evidence before me and find the landlord's photographic evidence does show that some areas of the unit were left unclean. In particular this relates to the stove, the fans and the window tracks. However, the landlord has not provided a receipt or invoice for the actual work carried out and only a sample receipt for cleaning another unit. I have no way of determining therefore how long the cleaning took and I have therefore limited the landlord's claim to **\$40.00**.

With regard to the landlord's claim to replace two walls of tiles due to a few cracked tiles; the landlord testified that the few broken tiles could not be matched; however, from the evidence before me in the form of the tenant's photographic evidence there were already mismatched tiles on at least one of these walls around the bath tub. Furthermore the tenant disputes that any tiles were damaged during her tenancy. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other corroborating evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. The landlord did not complete a move in condition inspection report detailing the condition of the walls at the start of the tenancy. The useful life table under the Residential Tenancy Policy Guidelines #40 also states that the useful life of tiles is 10 years and the landlord testified that the tiling was over 10 years old. Consequently, due to the reasons above, the landlord's claim of \$472.13 for tiling two walls cannot succeed and is dismissed.

With regard to the landlord's claim for \$135.00 for the landlord's labour in repairing drywall behind the toilet and in taking carpet to the dump; the landlord has provided no evidence showing a breakdown of his hours spent doing this work, insufficient proof that the tenant was responsible for damage to the drywall, or any receipts for the dump fees. I must therefore limit the landlord's claim to **\$70.00**.

With regard to the landlord's claim for unpaid rent for April, 2014; I refer the parties to s. 52(a)(b)(c) of the *Act* which states:

*In order to be effective, a notice to end a tenancy must be in writing and must*

*(a) be signed and dated by the landlord or tenant giving the notice,*

*(b) give the address of the rental unit,*

*(c) state the effective date of the notice,*

I am satisfied that the tenant did not give written Notice to End the Tenancy as required under s. 52 of the *Act* and failed to make any payment towards rent for April.

Consequently, it is my decision that the landlord has established a claim to recover unpaid rent for April Of **\$650.00**.

I ORDER the landlord to keep the tenant's security deposit of **\$325.00** in partial satisfaction of the landlord's claim pursuant to s. 38(4)(b) of the *Act*.

With regard to the tenant's claim to recover double the security deposit; the landlord did apply to keep the tenant's security deposit prior to the date the tenancy ended. The tenant agrees also that she has not provided a forwarding address in writing to the landlord. Consequently, the tenant's claim to recover double the security deposit would be premature. As the security deposit has been awarded to the landlord the tenant's application is dismissed.

With regard to the tenant's claim for money owed or compensation for damage or loss;

the tenant has testified that they had a problem with mould in the unit which forced the tenant to end the tenancy and the landlord did not address the issue in a timely manner only investigated the cause of the mould after the tenant had given written notice. I have considered the evidence and testimony before me and find there was mould in at least three areas of the unit. There also appears to be an issue with rising damp or moisture which is going up the walls in at least one of these areas. I accept that the landlord's building manager did provide the tenant with a dehumidifier in July, 2013; however, the tenant first reported the problem to the building manager in May, 2013. The landlord did not come to look at the problem until October, 2013 and did not do any investigatory work until April, 2014 nearly a year after the tenant first reported the issue. The landlord has testified that the mould is due to the negligence of the tenant when taking showers; however, the mould shown in the landlord's photographic evidence is in the kitchen, living room and a bedroom closet.

I am not satisfied with the landlord's explanation that the mould was caused by the tenant or that the tenant had informed the landlord that she had "wiped the mould off and it was alright now" A landlord is required to comply with s. 32 (1) of the *Act* which states:

*A landlord must provide and maintain residential property in a state of decoration and repair that*

*(a) complies with the health, safety and housing standards required by law, and*

*(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*

It is my decision that the landlord did not address the mould issues or have an inspection by a company that deals with these sorts of problems in order to protect not only the landlord's building but the tenant's health and safety. I am satisfied with the evidence before me that the tenant had to vacate the rental unit due to the landlord's

non compliance with the *Act* and therefore find the tenant is entitled to recover the costs to move of **\$375.00**. This amount will be offset against the landlord's monetary award.

With regard to the tenant's claim that her furniture was infected with mould that you could not see but you could smell; the tenant must meet the same test for damage or loss claims as shown above. In the matter that the tenant's furniture had to be disposed of and replaced due to this odour of mould; it is my decision that the tenant has insufficient evidence to support her claim that her furniture was beyond cleaning and had to be disposed of at a cost of \$216.00 and replaced at a cost of \$1,192.85 including some delivery charges of \$239.40. Had the tenant attempted to mitigate her loss in this matter the tenant could have researched alternative cleaning methods that may have resulted in her furniture becoming odour free. These sections of the tenant's claim are dismissed.

With regards to the tenant's claim for a loss of wages due to stress caused by the landlord's harassment of the tenant; the tenant has provided insufficient evidence to show that the level of harassment was such that the tenant suffered from stress and visited her doctor and the hospital. The tenant has provided insufficient evidence to show her earnings or time lost from work. Consequently, this section of the tenant's claim is dismissed.

With regard to the tenant's claim for a loss of quiet enjoyment; the tenant testified that she had suspected that the landlord's building manager had entered her unit without permission based on a conversation the tenant overheard between the building manager and another tenant. Without evidence to support the tenant's claim that the building manager had entered the tenant's unit without permission or prior written Notice the tenant's claim for a loss of quiet enjoyment based on a suspicion cannot be upheld. With regards to the tenant's claim that the landlord was aggressive and threatening towards the tenant's boyfriend and that the landlord had followed the tenant to her new unit and entered that unit; I find from the evidence before me that the landlord and tenant's boyfriend exchanged heated words while the tenant was moving from the unit, I



also find the landlord did follow the tenant to her new unit. The tenant's new landlord has written to support the tenant's claim that the landlord did enter the building and yelled at the tenant and the tenant's boyfriend to a point that the police had to be called. Harassment is defined in the Dictionary of Canadian Law as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". As such, what is commonly referred to as harassment of a tenant by a landlord may well constitute a breach of the covenant of quiet enjoyment. There are a number of other definitions; however, all reflect the element of ongoing or repeated activity by the harasser.

I find the tenant has not met the burden of proof that the landlord engaged in activity that could be defined as ongoing or repeated harassment. Consequently, the tenant's claim for compensation of \$600.00 is dismissed.

I do; however, caution the landlord to remain professional at all times when dealing with tenant's or matters relating to a tenancy. Engaging a tenant or a tenant's visitors in any form of altercation is unprofessional and could be construed as harassment if it continued.

As both parties have been partially successful with their claim I find both parties must bear their own filing costs. The landlord is entitled to a Monetary Order pursuant to s. 67 of the *Act* for the following amount:

Carpets	\$652.68
Smoke detector	\$39.20
Cleaning	\$40.00
Landlord's labour costs	\$70.00
Rent for April	\$650.00
Subtotal of amount due to the landlord	\$1,451.88
Less amount awarded to the tenant	(-\$375.00)

Less security deposit held in trust by the landlord	(-\$325.00)
Total amount due to the landlord	\$751.88

### Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$751.88. The Order must be served on the tenant. Should the tenant fail to comply with the Order, the Order may be enforced through the Provincial Court as an Order of that Court.

The reminder of the landlord's claim is dismissed without leave to reapply.

I HEREBY FIND in partial favor of the tenant's monetary claim. The amount of \$375.00 has been offset against the landlord's monetary award.

The reminder of the tenant's claim is dismissed without leave to reapply.

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: June 02, 2014

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Residential Tenancy Branch

