



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O

Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement

Both the landlords and tenant attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenancy agreement signed by the parties on April 18, 2014 indicates the tenancy started April 18, 2014 and the tenant was obligated to pay \$575.00 rent monthly in advance on the first day of the month. The tenancy was for a fixed term ending August 31, 2014. The tenant paid a security deposit of \$257.50. The rental unit is a bedroom in shared accommodation.

The tenant provided a copy of the newspaper advertisement advertising the room, which reads:

“Furn’d rms/ste. Linen, sat TV int & kitch. W/D. Quiet. From \$475.”

The tenant gave evidence that when he phoned in response to the advertisement, the landlord told him the rent was \$475.00. However, he says that after he agreed to take the room the landlord insisted he sign a four-month lease and told him the rent was \$575.00.

The tenant's evidence is that the bed linens were dirty when he moved in, and the basement room did not have sufficient heat. His evidence is that he called the landlords several times about the heat but they did not return his calls. He says that the landlords brought him a space heater about two weeks after he moved in and there was then enough heat until the landlords removed the space heater again on about May 24, 2014.

The tenant also states he did not know there would be five men sharing the suite. He says he does not have adequate access to the kitchen or bathroom. Asked whether he inquired how many people would be sharing the suite, the tenant said the landlord did not say.

The tenant also asserts that the landlord did not provide proper notice of an inspection May 24, 2014. His evidence is that the landlord's notice said "This is your 24 hour notice to do a room check."

The tenant gave evidence that he intends to move out at the end of May. The landlord agrees to an early end to the tenancy, despite the fixed term agreement.

The landlord's evidence is that the tenant only called once about the lack of heat, about a week and a half after he moved in, and the landlord then supplied a space heater on about May 2, 2014. The landlord gave evidence that the landlords picked up the space heater again when they did an inspection on May 24th and noticed the space heater was sitting in the laundry room.

The landlord denies that the bed linens were dirty when the tenant moved in.

Analysis

I find that the signed tenancy agreement reflects the agreement reached between the parties for the room rental. The tenant therefore agreed to the rental amount of \$575.00 and does not have a basis for a monetary claim based on the amount of rent.

I find the tenant has not proven on a balance of probabilities that the landlords breached the Act, Regulation, or tenancy agreement. I find that the landlord provided proper notice of the May 24, 2014 inspection including the reason for the landlord's entry (a room check). I find the landlord responded promptly to the tenant's complaint about lack of heat, based on the parties' evidence that a space heater was provided on about May 2, 2014. The other concerns raised by the tenant are not breaches of the Act,

Regulation, or tenancy agreement. For those reasons, I dismiss the tenant's claim for a monetary order.

I advised the parties that, pursuant to Section 38, the tenant must provide his forwarding address to the landlords in writing. The landlords will have 15 days from the date the tenancy ends or the date the forwarding address is provided in writing (whichever is later) to either return the tenant's security deposit or apply for dispute resolution to make a claim against the security deposit.

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: June 02, 2014

Residential Tenancy Branch

