



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, PSF

Introduction

The tenant seeks compensation for the cost of a moving truck and for damages for emotional stress and for a lack of heat in the rental unit.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that the tenant is entitled to any of the relief requested?

Background and Evidence

The rental unit is a two bedroom basement suite in the landlords' home. The tenant started in November 2013. The tenant vacated the premises at the end of June. The rent was \$700.00 per month. The landlords hold a \$350.00 security deposit though the tenant appears to have given written authorization for them to keep \$30.00 towards movies she rented on their television account.

The tenant says she and her partner merely mentioned that they might be moving and the landlords had a "for rent" sign erected the same day. She says she only moved because the landlords had found new tenants and were hounding her. She consulted with the Residential Tenancy Branch about her right to stay but decided to move anyway. She feels the landlords should pay \$200.00 for the cost of the moving truck.

The tenant says that the landlord Ms. P. was constantly bickering and fighting with her husband and her son. She says that Ms.P. does laundry very early each morning and it sounds like there is a waterfall in her suite. She says Ms. P. was in her suite illegally at

least since the first month of the tenancy. On that occasion she entered and found the tenant's partner still in bed.

The tenant complains that during the months of April and May she and her partner were without heat in the suite. She says the landlords threw the breaker for the heat.

The tenant wished to adduce evidence from a package of material filed yesterday and which the landlords were not given a copy of. The rules are clear that such evidence must be submitted and trade at least five days before the hearing. It is not important that the arbitrator see it that soon, but it is vital that the other party see it so that he or she has a opportunity to consider it and, if appropriate, present evidence to challenge it. In this case the tenant's application has been outstanding since May 2014 and she has had sufficient time to prepare. I declined to consider the tenant's late evidence.

The landlord Mr. P. testified. He says that relations with the tenant have been very good throughout the tenancy and he was unaware of any of the complaints in this application. He says he gave the tenant and her partner a glowing reference to her new landlord. He says that at the end of May tenant gave them a written notice to end tenancy effective June 30th along with a forwarding address in writing. He says he offered to let them stay long term but no agreement was reached. He says he has not yet re-rented the suite.

Mr. P. says his wife does not argue or bicker. He says her English is very poor. He says the heat was not tampered with. Indeed, it is a radiant heating system and one must wait a period of time for the floor to warm and radiate heat. There was no complaint about it from the tenant during the tenancy.

Analysis

I find that the tenant's allegations on each issue have been fairly met by the testimony of the landlord Mr. P. The burden of proof is on the applicant, the tenant in this case, and she has not provided sufficient evidence to satisfy that burden.

Conclusion

The tenant's application is dismissed. This decision was also rendered orally after hearing.

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: July 17, 2014

Residential Tenancy Branch

