



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNDC

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

The tenant's application is a request for a monetary order for \$7769.00.

The landlord's application is a request for a monetary order for \$700.00, and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the landlord or the tenant has established monetary claim against the other, and if so in what amount.

Background and Evidence

This tenancy began on September 1, 2014 with a monthly rent of \$700.00 and a security deposit of \$300.00 was collected by the landlord.

The tenant was served with a one-month Notice to End Tenancy on September 14, 2014, and the tenant has supplied a copy of that notice in her evidence package.

The tenant vacated the rental unit on October 27, 2014.

The tenant did not pay any rent for the month of October 2014.

The landlord is requesting a monetary order for \$700.00 for October 2014 rent.

The tenant is claiming that she was forced to vacate the rental unit due to a mouse infestation and the smell of marijuana in the rental unit.

The tenant testified that the landlord informed her that there was a mouse problem in the rental unit; however it was far worse than she had expected and as a result she was unable to continue living in the rental unit.

The tenant also testified that the bedroom that she was sleeping in had a strong marijuana smell and this was the second reason she was unable to continue living in the rental unit.

The tenant also testified that she had an electrical inspection done and a health inspection done, and the electrical inspector found that the property was in noncompliance, and the health inspector found that there was a sewage malfunction that needed to be repaired.

The tenant further testified that as a result of having to move in and out of the rental unit over such a short period of time she had extensive gasoline and moving costs.

The tenant further testified that she had paid for firewood for the whole winter and as a result of having to move she lost that firewood and had a cost of having it moved somewhere else.

The tenant also testified that she accidentally left her television box at the rental unit and the landlord refused to go up and get it for her and as a result the cable television company took \$550.00 out of her account until the box was returned.

She had also been asking for the return of her \$300.00 security deposit; however the landlord returned that.

The tenant is therefore requesting a reduced monetary order as follows:

Total cost of fuel for moving twice	\$1474.00
Hauling firewood away	\$315.00
Cost of firewood	\$800.00
Return of rent for September 2014	\$700.00
Cost for help moving first-person	\$1130.00
Cost for help moving second person	\$500.00
Television box charge	\$550.00
Sleepless nights	\$1000.00
Total	\$6469.00

The landlord testified that the reason the tenant had to move on short notice is because she was evicted for illegal activity, as she was growing marijuana at the rental property, and she did not dispute the Notice to End Tenancy.

The landlord further testified that the reason there was a mouse infestation is because the tenant had 25 dogs at the rental property, and used to leave the door open for them to go in and out, and as a result mice were able to get into the rental property.

The landlord further testified that the reason there was a smell of marijuana at the rental property is because the tenant was growing marijuana at the rental property.

The landlord also testified that he never refused to return the tenants television box, he just refused to make an extra trip up to the rental property to retrieve something that the tenant had forgotten, and when he finally did go to the rental property he picked up the television box and returned to the company for the tenant.

Landlord further testified that all the tenants' complaints about electrical issues and septic problems at the rental property occurred after she had received an eviction notice, and yet she still didn't vacate the rental property until October 27, 2014 and therefore he believed she should be paying rent for October 2014.

In response to the landlord's testimony the tenant testified that she does not have 25 dogs, she has 16 dogs and she only left the door open during the day and not at night, and mice would not enter the rental unit during the day due to the dogs.

The tenant further stated that she only grew one marijuana plant at the rental property, and that was so she could take a photograph to show her grandchildren what marijuana plants looked like.

Analysis

It is my finding that the tenant lived in the rental unit until October 27, 2014 without paying any rent for that month and therefore the landlord does have the right for an order for outstanding rent for the month of October 2014, and recovery of his filing fee.

I deny the tenants full claim.

The tenant claims that she was forced to vacate the rental unit due to a mouse infestation and the smell of marijuana; however the tenant was evicted from the rental unit by a one-month Notice to End Tenancy that was issued on September 14, 2014, that was given for illegal activity at the rental property. The tenant filed no dispute of that notice and therefore is deemed to have accepted the end of the tenancy as a result of that notice.

Therefore since this tenancy ended as a result of a Notice to End Tenancy, the tenant does not have the right to recovery of any rent paid for the month of September 2014, any moving costs, or any losses that resulted from moving out of the rental property, such as the loss of her firewood.

Further, the landlord subsequently returned the television box to the cable company for the tenant and therefore I also deny that portion of the claim.

I also deny the tenants claim for sleepless nights as I find it most likely that the mouse infestation was due to the fact that the tenant left the door open during the day for her 16 dogs to come and go. The tenant seems to think that mice would not come into the house during the day; however I find it likely that mice found this a convenient entrance into the rental property.

The tenant also claimed that the rental unit was unfit to live in due to electrical problems in the septic problems, however I note that she did not have an electrical inspector or health inspector to the property until after she had already been evicted for illegal activity, and therefore I find it unlikely that these were the reasons she moved out of the rental property.

Further, since the tenant has admitted that she was growing marijuana at the rental property, I find it most likely that the smell of marijuana was from the marijuana that she was growing.

Conclusion

The tenants claim is dismissed in full without leave to reapply.

I have issued an order for the tenant to pay \$750.00 to the landlord.

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: August 24, 2015

Residential Tenancy Branch

