



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, OLC, FF

Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss under the Act and an order the landlord comply with the Act.

The tenant provided affirmed testimony that on September 5, 2016; in the morning, the tenant served the female respondent copies of the Application for Dispute Resolution, Notice of Hearing and evidence.

I find that these documents were served on September 5, 2016; the date they were given to the female respondent.

As the male respondent was not served, the application has been amended to remove that individual.

Preliminary Matters

At the start of the hearing another party could be seen on the conference call console. That party was given multiple offers to identify themselves; they did not. The displayed telephone number was unique. After repeated requests to identify themselves or to hang up and dial back in, that party was removed from the conference call console as a participant.

Issue(s) to be Decided

Is the tenant entitled to compensation in the sum of \$100.00 for a table and chairs; \$50.00 for carpet cleaning costs and \$210.00 for firewood and dirt (soil) provided to the landlord?

Background and Evidence

The tenant commenced in April or May 2016.

A copy of a hand-written note issued by the landlord, setting out rules, was supplied as evidence.

The tenant said that prior to having some wood delivered to the unit he had left a table and chairs outside of his unit. After the wood delivery people had left the tenant discovered the table and chairs had been taken. The tenant said that the landlord gave those items to the wood delivery person in trade for the wood. The tenant has claimed the cost of replacing those items.

When the tenant moved into the unit the carpets needed cleaning. The landlord did not have a cleaner so the tenant rented one and then gave the landlord the receipts. The landlord refused to pay to clean the carpets.

The tenant said he paid for firewood and delivered a number of loads of soil in lieu of a security deposit payment. The tenant has claimed return of the sum paid for the deposit through the provision of these services.

The tenant submitted a copy of a note issued by the landlord, dated August 22, 2016. The landlord wrote that the tenancy would end effective September 30, 2016. A copy of this note was supplied as evidence. The tenant said he was not issued a proper Notice to end tenancy, but he vacated in September, 2016. The note indicated:

"The vegetables in the garden are still yours, as well as the dirt and 2 loads of wood ¾ of a cord (if the apartment is OK. ¾ of a cord of wood is worth \$105.00. You said we got enough wood for 2 months rent. The damage deposit is \$250.00."

(Reproduced as written)

The tenant has claimed repayment of the value of the firewood and dirt (soil) valued at \$210.00. The tenant said the provision of the soil and wood was as "insurance against trouble;" and as a "kind of deposit" given before he moved in.

Analysis

The tenant made this application prior to the end of the tenancy, which ended sometime in September 2016.

It appears that the tenant and landlord may have used the provision of wood and soil (dirt) as a method of payment of a deposit, but I am uncertain of this. The note issued by the landlord dated August 22, 2016 mentions wood and soil, but has not clearly set out that those items constituted payment of the \$250.00 deposit. However, the landlord has confirmed that a security deposit is \$250.00.

As the landlord was served with notice of this hearing and did not attend to oppose the claim, I find that the tenant is entitled to compensation as claimed.

The landlord did not have the right to give the tenants' personal property away (table and chairs); which is valued in the sum of \$100.00.

The tenant cleaned the carpets which were dirty at the start of the tenancy and he expected reimbursement for that cost. Therefore, I find that the tenant is entitled to the cost of carpet cleaning in the sum of \$50.00.

The tenant supplied wood and soil to the landlord, as a form of some sort of payment which I accept was related to the tenancy. The landlord has not opposed the tenants' claim for return of the value of that property.

Therefore, I find, pursuant to section 67 of the Act, that the tenant is entitled to compensation in the sum of \$360.00.

Based on these determinations I grant the tenant a monetary order in the sum of \$360.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The tenant is entitled to compensation as claimed.

This decision is final and binding and 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: October 26, 2016

Residential Tenancy Branch