



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OLC, MNR, OPR, OPC, FF, 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 landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent and a Notice to End Tenancy for cause, and a request for a monetary order in the amount of \$1067.00.

The tenant's application was a request to cancel a Notice to End Tenancy that was given for nonpayment of rent, a request to cancel a Notice to End Tenancy that was given for cause, and a request for an order for the landlord to comply with the Residential Tenancy Act.

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

Both parties were affirmed.

Issue(s) to be Decided

By the date of the hearing the tenant had already vacated the rental unit and therefore the tenant's application has been dismissed.

Since the tenant has already vacated the rental unit the landlord no longer requires an Order of Possession and therefore the issue dealt with at this hearing was whether or not the landlord has established monetary claim against the tenant, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on April 29, 2016 and that the tenant vacated on January 31, 2017.

The landlord testified that the monthly rent was \$850.00, due on the first of each month, and that the tenant failed to pay the January 2017 rent.

The landlord also testified that, in November of 2016, the tenant had complained about the cold and therefore she put weatherstripping around the door however the tenant removed the weatherstripping stating that it didn't work.

The landlord further testified that she therefore had a professional come in and put weatherstripping on the door however she subsequently heard from the tenant that, although the door would close, it would no longer lock.

The landlord further testified that she arranged to have the professional go back and resolve the problem however in the interim, while she was away on a ski trip, the tenant again ripped off the weatherstripping. She is therefore requesting an order that the tenant pay \$60.00 for the cost of the weatherstripping.

The landlord further testified that the tenant complained that the washing machine in the rental unit had ripped some expensive sheets and therefore, since she had never had any issues like this, she called in an appliance repairman, however that appliance repairman told her that there was nothing wrong with the appliances and that he found it very unlikely that they could have ripped the tenants sheets. She is therefore requesting that the tenant pay for the cost of the service call, since no issue was found with the washing machine.

The tenant testified that she has not paid the January 2017 rent, however the rent is not \$850.00 the rent is \$825.00 and that is what she's been paying since the beginning of the tenancy.

The tenant further testified that she did take off the weatherstripping because her door would not lock and she did not feel safe. She further testified that she was unable to contact the landlord as she did not know where the landlord was.

The tenant further testified that the washing machine did to rip her very expensive sheets and therefore she does not believe she should be held liable for the service call. She further stated that when she spoke to the appliance repair person he told her that he did not say the machine did not have the power to rip her sheets.

In response to the tenant's testimony, the landlord testified that rent has always been \$850.00 per month, and she has provided all the receipts showing the rent at \$850.00 per month.

The landlord further stated that the tenant has always been able to contact her on her cell phone and therefore she fails to see why the tenant could not have contacted her before removing the weatherstripping.

The landlord further stated that the appliance repairman did tell her he found it unlikely that the washing machine could have ripped the tenant's sheets.

In response to the landlord's testimony, the tenant testified that she was never ever given any rent receipts.

Analysis

The tenant has admitted that she has not paid the January 2017 rent, and I therefore allow the landlords claim for that outstanding rent. I also allow the \$850.00 amount claimed by the landlord as the landlord has provided numerous receipts that show that the rent was \$850.00 per month. The tenant claims that she has never received any rent receipts, and that the rent was only \$825.00 per month however she has provided no evidence in support of that claim.

I also allow the landlords \$60.00 claim for replacing weatherstripping that was torn off by the tenant. The tenant claims that she was unable to contact the landlord and therefore had to remove the weatherstripping for safety reasons, however I find it very unlikely that the tenant was unable to contact the landlord since the landlord had a cell phone.

I will not however allow the landlords claim for the service call from the appliance repair person because, although there is no evidence that the washing machine ripped the

tenants sheets, there's also no clear evidence that it did not. The landlord agreed to have an appliance repairman assess the washing machine and it's my decision that the tenant is not required to pay for that cost.

Having allowed the majority of the landlord's claim, I also allow the landlords request for recovery of her \$100.00 filing fee.

Therefore the total amount of the landlord's claim that I have allowed is as follows:

January 2017 rent outstanding	\$850.00
Weatherstripping	\$60.00
Filing fee	\$100.00
Total	\$1010.00

Conclusion

The tenant's application has been dismissed without leave to reapply.

I have issued a monetary order for the tenant to pay \$1010.00 to the landlord, and the remainder of the landlord's monetary 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: February 09, 2017

Residential Tenancy Branch