



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNR MNSD MNDC FF

Introduction

This hearing dealt with monetary applications by the landlord and the tenant.

The hearing first convened on January 13, 2017, pursuant to the landlord's application. On that date, the tenant stated that she had filed her own monetary claim, which was scheduled to be heard on February 17, 2017. I determined that it was appropriate to adjourn the landlord's application and join it to be heard with the tenant's application.

The hearing reconvened on February 17, 2017. The two landlords, the tenant and an advocate for the tenant participated in the teleconference hearing.

The parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

Is either party entitled to recovery of their filing fee?

Background and Evidence

The tenancy began on April 15, 2016 as a fixed-term tenancy to end on April 30, 2017. The rental unit is a house. Rent of \$2,000.00 was payable in advance on the first day of each month. The tenant was responsible for paying her own utilities. At the beginning of the tenancy, the tenant paid the landlord a security deposit of \$1,000.00.

On May 29, 2016 the tenant informed the landlord that she was vacating the rental unit on June 30, 2016. The tenant moved out at the end of June 2016.

Landlord's Evidence

The landlord stated that they told the tenant that the rental unit was for one family only, and the tenant told the landlord that her family would be joining her soon to live in the unit with her. The landlord stated that for the tenant's benefit they renovated the basement of the unit.

The landlord acknowledged that the dishwasher was not working at the beginning of the tenancy. The landlord stated that they planned to repair the dishwasher but the tenant insisted that it be replaced with a new one. The landlord stated that they attended the rental unit on April 23 and 29, 2016 and May 6, 2016 to replace the dishwasher. The landlord stated that they attended the unit on two other occasions, April 22 and 26, 2016, in response to the tenant's complaints about water and a broken clothing rack. The landlord stated that they asked for the tenant's permission each of these times before attending at the unit. The landlord submitted text messages from the tenant giving the landlord permission to enter.

The landlord stated that they attended the rental property on May 19, 2016 and there was a homestay student asking for the tenant. The landlord stated that they verified that they were not able to obtain insurance for the unit that would allow the tenant to have homestay students, and then they wrote a letter to the tenant to remind her that the unit was only to be for one family.

The landlord stated that they were not aware until May 19, 2016 that the tenant had an issue with the landlord being at the rental unit, and they only attended two or three times after that to do repairs for safety.

The landlord stated that when the tenant gave notice to vacate they told her that she would be responsible for the lease until the landlord found new tenants. The landlord stated that they advertised the rental unit on Craigslist for all of June and July 2016, but were unable to get new tenants until September 2016. The landlord submitted copies of text messages to the tenant on several dates in June 2016, in which the landlord indicated that they planned to show the unit to prospective new tenants. The landlord also submitted a list of phone numbers and further texts regarding showings of the unit on several dates in July 2016.

The landlord has claimed compensation as follows:

1. \$4,000.00 for lost revenue for July and August 2016;
2. \$104.38 for unpaid utilities for April, May and June 2016;
3. \$1,127.39 for 25 percent of the labour costs for renovating the basement;
4. \$795.00 for 25 percent of the materials costs for renovating the basement;
5. \$222.46 for 25 percent of the cost of a new dishwasher; and
6. \$341.25 for 25 percent of the cost of installing a blacktop driveway for the tenant.

Tenant's Evidence

The tenant stated that the rental unit was not ready for her to move in. The tenant stated that the unit was extremely dirty and the landlord had failed to complete renovations by the beginning of the tenancy. The tenant stated that she had to buy cleaning supplies and spend 65 hours cleaning.

The tenant stated that the landlord constantly harassed her, they were always at the unit and they did not provide the tenant with quiet enjoyment. The tenant stated that the landlord made her uncomfortable and frightened in her home. The tenant stated that the landlord also sent her a threatening letter, telling her to “conduct [her]self accordingly.”

The tenant stated that when she discovered that her roommate could not join her, she needed a “Plan B.” The tenant stated that she did not take in any homestay students, everything was just a plan. The tenant stated that the situation with the landlord was “unfixable,” and she just did her best. The tenant stated that the landlord offered to let her vacate the unit, and in the circumstances she had to accept their offer.

The tenant applied for compensation as follows:

1. \$1,00.00 for recovery of the security deposit;
2. \$3,945.71 for moving expenses;
3. \$1,137.50 for cleaning the unit at move-in;
4. \$120.00 for cleaning materials; and
5. \$1,000.00 for return of half a month's rent.

Analysis

Landlord's Application

The landlord did not release the tenant from the lease. I am satisfied based on the evidence that the landlord took reasonable steps in June and July 2016 to attempt to re-rent the unit as soon as possible. I find that the landlord is entitled to \$4,000.00 in lost revenue for July and August 2016.

The landlord chose to renovate the basement, replace the dishwasher rather than repair it and improve the driveway. The tenant did not agree to share these costs, and I find that the landlord is not entitled to those amounts.

Tenant's Application

I find there is insufficient evidence that the landlord deprived the tenant of reasonable quiet enjoyment of the unit. As the landlord's evidence shows, they often attended at the rental unit at the request and with the permission of the tenant. If the tenant was not satisfied with the condition of the rental unit at the beginning of the tenancy she ought to have requested a reduction in rent. If the tenant felt that her quiet enjoyment was disrupted or the landlord was harassing her, she could have filed for dispute resolution. Instead, the tenant chose to move out of the rental unit. I therefore dismiss the tenant's application in its entirety.

Filing Fees

As the landlord's application was partially successful, they are entitled to recovery of the \$100.00 filing fee for the cost of their application.

As the tenant's application was not successful, she is not entitled to recovery of her filing fee.

Conclusion

The landlord is entitled to \$4,100.00. I order that the landlord retain the security deposit of \$1,000.00 in partial compensation of this amount, and I grant the landlord an order under section 67 for the balance due of \$3,100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 6, 2017

Residential Tenancy Branch