



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M123456 HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRT, MNDCT, FFT, MNRL-S, MNDCL-S, MNDL-S, FFL

Introduction

This hearing dealt with cross-applications filed by the parties. On March 6, 2020, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking a Monetary Order for compensation for emergency repairs pursuant to Section 33 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On June 22, 2020, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking to apply the security deposit towards this debt pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant’s Application was originally set down for a hearing on July 13, 2020 at 1:30 PM but was subsequently adjourned for reasons set forth in the Interim Decision dated July 13, 2020. This Application was then set down for a reconvened hearing on August 18, 2020 at 11:00 AM. In this reconvened hearing, a portion of the Tenant’s claim for compensation was heard; however, the Landlord also had his own Application for Dispute Resolution seeking compensation pursuant to the *Act*. The Landlord’s Application was not scheduled as a cross-application as he had filed too late to do so. In reviewing the Landlord’s Application, it was apparent that his Application was related to the same matters as the Tenant’s. As such, the Applications were to be heard at the same time. These Applications were subsequently adjourned for reasons set forth in the Interim Decision dated August 28, 2020.

These Applications were then set down for a reconvened hearing on September 14, 2020 at 1:30 PM but were subsequently adjourned again for reasons set forth in the

Interim Decision dated September 17, 2020. These Applications were set down for a final, reconvened hearing on November 6, 2020.

The Tenant attended the final, reconvened hearing. G.M. and M.M. attended the final, reconvened hearing as agents for the Landlord. All parties in attendance provided a solemn affirmation.

Evidence from both parties was accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to monetary compensation?
- Is the Tenant entitled to recover the filing fee?
- Is the Landlord entitled to monetary compensation?
- Is the Landlord entitled to apply the security deposit towards this debt?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on April 15, 2019 and ended when the Tenant gave up vacant possession of the rental unit on February 15, 2020. Rent was established at \$1,750 per month and was due on the first day of each month. A security deposit was not paid. A copy of the signed tenancy agreement was submitted as documentary evidence. The Tenancy initially started with a different landlord; however, the current Landlord purchased the rental unit on July 15, 2019 and inherited the tenancy.

The tenancy agreement indicated that the Tenant was to pay for all repairs required to render the rental unit livable, and that bills and receipts needed to be provided for all work and supplies. The cost of these repairs was to be deducted from the rent. Included in the repairs were the following:

- Reconnect the power and rewire as required;
- Reheat the home;
- Repair damaged plumbing;
- Repair kitchen damage;
- Replace fridge, stove, dishwasher, microwave and washer, and dryer with used appliances;
- Replace interior door; and
- Other items identified that would affect the livability of the home.

On the Tenant's Application, he indicated that he was seeking compensation in the amount of \$87,161.00; however, he was advised that pursuant to Rule 2.8 of the Rules of Procedure, the maximum amount of compensation that he could claim through the Residential Tenancy Branch was \$35,000.00. Furthermore, as part of his claim, he was seeking \$70,000.00 in administrative penalties against the Landlord, but he was advised that this portion of his claim again exceeded the maximum allowable amount. As well, administrative penalties are dealt with through the Compliance and Enforcement Unit of the Residential Tenancy Branch. As a result, this portion of the Tenant's claim was severed from his Application. Consequently, the monetary amount considered in this Application would be for the remaining **\$17,161.00** outlined on his monetary order worksheet.

He claimed that the Landlord breached the terms of the tenancy agreement as he was entitled to do repairs in lieu of rent, but the Landlord requested that he pay rent instead. He stated that the Landlord stopped him from doing repairs to the rental unit in August 2019 and requested rent to be paid from this point forward. However, he could withhold rent from August 2019 onwards if could prove that repairs had been made in lieu of this future rent. It is his position that he had spent a substantial amount of money repairing the rental unit which should have covered his rent from August 2019 onwards.

When the Landlord asked him for proof of these expenses, he advised the Landlord that he did not have the receipts as he had already provided them to the old landlord. He was unable to obtain them from the old landlord as this person told him that he did not have them anymore. However, he claimed to have eventually submitted these receipts to the Landlord sometime between October 2019 and January 2020.

G.M. advised that he requested that the Tenant either produce receipts for his expenses, proving that August 2019 rent and onwards was already paid for in the form of repairs, or to pay for rent for August 2019. He kept asking for receipts, but the Tenant would not provide them, so a 10 Day Notice to End Tenancy for Unpaid Rent was served. He submitted copies of text messages from the previous landlord which indicated that this person never collected rent or any receipts from the Tenant.

For the first head of claim of the Tenant's total \$17,161.00 Application, the Tenant advised that he is seeking compensation in the amount of **\$1,382.15** for the cost of the hydro hookup as the house was decommissioned. There was no power to the house and all wires were removed from the rental unit to the hydro pole. He had the hydro hooked up on March 27, 2019 and he submitted a copy of the invoice to support his claim for this amount.

G.M. advised that he was never provided a copy of this receipt.

The Tenant advised that he is seeking compensation in the amount of **\$1,675.00** for the cost of appliances that he purchased for the rental unit; however, he is no longer seeking this compensation as he took the appliances with him when he gave up vacant possession of the rental unit. As such, this claim has been dismissed in its entirety.

The Tenant advised that he is seeking compensation in the amount of **\$757.71** for the cost of repairing the appliances during the tenancy. He stated that he purchased the "cheapest appliances he could" and had them repaired. These repairs were required to make the home livable as per the tenancy agreement. He purchased these appliances on March 24, 2019 and had them repaired on April 20, 2019. He submitted a copy of the repair invoices to support his claim.

G.M. questioned why he would be responsible for paying for these repairs if the Tenant owned these appliances and had taken them with him at the end of the tenancy.

The Tenant advised that he is seeking compensation in the amount of **\$57.57** for the cost of two hardware bills of items associated with the repair of the rental unit that he paid for in March 2019.

G.M. had no submissions with respect to this claim.

The Tenant advised that he is seeking compensation in the amount of **\$975.00** for the cost of doors that he purchased for the rental unit as there were none at the start of the

tenancy. As he was attempting to keep the expenses down, he purchased used doors and bathroom vanities on March 1, 2019. He submitted a word document he created which outlined his expenses for these purchases from a garage sale.

G.M. advised that he gave notice to the Tenant to stop doing any repairs in October 2019. He then took over renovations of the rental unit at this point.

M.M. advised that the Tenant hired a building inspector in November 2019 and submitted this inspection report to the Landlord. The Landlord immediately started conducting repairs in accordance with this report. After approximately two weeks, the repairs were completed, and the Landlord left a note for the Tenant requesting that rent must now be paid. Again, the Tenant was advised that he must provide receipts for his work and supplies to support his position that the rental arrears to date were not owed.

The Tenant confirmed that the Landlord advised him to stop doing renovations to the rental unit in October 2019. He stated that he paid for the building inspection himself and that the deficiencies in the report (the "building inspection report") were rectified by December 6, 2019. He stated that he worked to get receipts for his labour and materials to the Landlord and it took him up to three weeks to get them to the Landlord in or around October 2019. He acknowledged that when the contractors came in to fix the deficiencies, that he should be responsible for paying the rent.

The Tenant advised that he is seeking compensation in the amount of **\$1,338.71** because the rental unit was not plumbed. He stated that he had to purchase a brand-new hot water tank and he paid a plumber to install the tank and do all the necessary plumbing work. He submitted copies of these invoices to support his claims and he provided these to the Landlord prior to December 2019. He stated that the Landlord contacted the companies to verify these costs.

M.M. advised that the Landlord did eventually receive copies of both invoices; however, the Landlord did not verify these expenses with the companies that completed the work. He stated that the Landlord contacted the old landlord for any receipts that the Tenant may have provided, but the old landlord advised that only handwritten receipts were submitted by the Tenant. The old landlord also advised that an electrical bill was submitted to him and he paid the electrician for the work that was completed.

The Tenant advised that he is seeking compensation in the amount of **\$3,000.00** because there were no kitchen cabinets or counters in the rental unit. He paid a carpenter to install old products in the rental unit to make the rental unit livable. He

stated that the Landlord contacted this carpenter on or around January 2020 to confirm the repairs that were conducted. A copy of this invoice, dated March 30, 2019, was submitted as documentary evidence.

M.M. referred to this invoice and pointed out that the repair of exposed wiring that was completed contradicts the building inspection report which indicates that wiring was still exposed. Furthermore, the building inspection report indicated that there were many deficiencies in the quality of work completed and materials used by this carpenter.

The Tenant advised that he is seeking compensation in the amount of **\$6,275.00** for the cost of his labour for attempting to make the rental unit livable. He stated that the old landlord told him to keep track of his hours. Contrary to previous submissions that the parties made, he stated that he was advised by the Landlord to stop doing any work to the rental unit on July 15, 2019. He stated that he put in 217 hours of his own time into the rental unit from the start of the tenancy until July 15, 2019. He then completed an additional 34 hours from this point until October 2019. He submitted a handwritten timesheet of the dates and times of the labour hours that he put into the rental unit. He calculated the amount of compensation owed based on his rate of \$25.00 hour for labour.

M.M. advised that there was no description on this time sheet of what work was done. He stated that the Landlord had conversations with the Tenant and the Tenant advised that he was in Penticton from August 2 – 15, so he questioned how the Tenant could have billed for work completed. He speculated that this time sheet was fabricated. He asked the Tenant for proof or receipts of any of this work that was completed and the only evidence that was received was a copy of the time sheet in December 2019.

The Tenant advised that he went back and forth to Penticton and that he was in town on August 8, 2019.

Finally, the Tenant advised that he is seeking compensation in the amount of **\$1,700.00** for moving costs. He submitted that the Landlord breached the tenancy agreement and that he lived through a winter with no heat, so he should be compensated for having to move. He submitted a copy of the cost of moving into the rental unit which totalled \$1,092.00; however, he did not submit a copy of the moving cost of leaving the rental unit.

M.M. has no idea of what this claim is for. He referred to a previous Decision of the Residential Tenancy Branch where the parties agreed to an end date of the tenancy by

way of a settlement agreement. He confirmed that the Landlord did not receive a copy of this moving invoice.

In contrast, the Landlord is seeking compensation in the Application for a total amount of **\$15,359.20**. In the first head of claim, the Landlord is seeking compensation in the amount of **\$12,250.00** for seven months of rent from August 2019 to February 2020. G.M. reiterated that the rental unit was purchased on July 15, 2019 and the Tenant never paid any rent from August 2019 onwards. M.M. stated that the Tenant was asked to provide receipts for the repairs since August 2019, but he failed to do so.

The Tenant advised that he met with the Landlord in August 2019 after the close of the sale of the rental unit. He submitted that the Landlord did not understand the arrangement in the tenancy agreement which authorized repairs to the rental unit to be done in lieu of rent. He stated that the Landlord told him not to do any more repairs as the rental unit would be demolished. He testified that he provided the old landlord with receipts for his work and the old landlord should have given them to the Landlord. Alternatively, the Landlord should have requested these from the seller. He stated that he submitted the receipts he had at the time to the Landlord. However, he did not make copies of any receipts prior to giving them to the old landlord, so he could not provide them to the Landlord until much later.

M.M. stated that the Tenant was advised to stop doing any repairs in October 2019 and to start paying the rent as the Landlord would take over repairs. G.M. stated that as per the Tenant's building inspection report, and the Decision of October 24, 2019, the Landlord started correcting the noted deficiencies. He stated that the Tenant was provided with two options for heat. A furnace could be installed, but gas would take some time to be provided, or he could have electric baseboard heating immediately. As the Tenant had his own electric heaters, the Tenant told the Landlord that the installation of a furnace was a better option. G.M. informed the Tenant to let him know if he needed additional heating while the parties waited for the gas company to provide the service.

M.M. read from text messages with the Tenant on October 26, 2019 where the Landlord asked about the heating issue and the Tenant advised that he had purchased space heaters. The Landlord asked him if he needed more heat and the Tenant stated that he was fine with the heaters he had purchased. As well, in a letter dated November 13, 2019, the Tenant advised that he preferred a furnace over electric baseboard heating.

The Tenant stated that he did not require heat in April 2019 as it was warm enough with the electric heaters that he had. However, it was freezing in September 2019 and this issue was not rectified until December 6, 2019. When the Landlord asked him if he would prefer electric heat or a furnace, he advised the Landlord that he wanted electric heat as that would be the fastest solution. It would not make sense for him to request a furnace as it would take longer to get heat. He advised that the agents for the Landlord are mixing up their conversations about the heating issues, and he cannot recall any conversations where he was offered a choice of two heating options. He stated that he stopped doing any renovations to the rental unit in August 2019.

The Landlord is also seeking compensation in the amount of **\$1,470.00** because the Tenant took the appliances and the Landlord was required to buy new ones to replace them. Receipts for the purchase of these appliances were submitted as documentary evidence.

The Tenant advised that the Landlord purchased the property with no appliances. He took the appliances that he purchased with him and he removed his claim for the appliances on his Application.

The Landlord is seeking compensation in the amount of **\$240.00** because the Tenant left lots of garbage and a mess behind. Empty plastic cups, empty bottles, Valentine's decorations, and candy wrappers were all left behind. G.M. and M.M. spent eight hours of their own time to clean the rental unit. They submitted a copy of an invoice to support the cost of the cleaning; however, there was no condition inspection report, nor were there pictures to support the condition that the rental unit was left in.

The Tenant advised that he left the rental unit in good condition.

The Landlord is seeking compensation in the amount of **\$800.00** because the Tenant's children had written on the walls and this needed to be sanded off and repaired. They stated that it took approximately four hours to repair. They did not submit any evidence to support the cost of this work; however, they submitted pictures to demonstrate that the two names written on the walls were the names of the Tenant's children.

The Tenant advised that the rental unit was essentially an abandoned home and that either other kids or thieves wrote these names on the walls. He stated that these names were present when he moved in and as it was not offensive, he did not fix this as it was not a priority. He did not provide a response when it was mentioned that the names on the walls appeared to be his children's names.

The Landlord is seeking compensation in the amount of **\$200.00** because a bathroom door had to be replaced. The Landlord also replaced all the doors in the rental unit. Pictures of the damaged doors were submitted as documentary evidence. These doors were fixed as part of a larger renovation project.

The Tenant advised that he installed old doors in the rental unit that he purchased at a garage sale. He confirmed that many were not the proper size and that they did not fit; however, these doors were not damaged. He confirmed that the bathroom door “probably needed to be replaced.”

The Landlord is seeking compensation in the amount of **\$200.00** because the Tenant punched holes in the drywall and there was damage on the walls at the end of the tenancy. Pictures were submitted as documentary evidence to support this damage.

The Tenant advised that there was lots of damage prior to when he took possession of the rental unit. This damage was not caused by him.

Finally, the Landlord is seeking compensation in the amount of **\$100.00** and **\$299.20** to unclog a drain in the rental unit. G.M. advised that a drain was clogged within a week of the new tenant moving in. He rented a tool to snake the drain, but this did not fix the problem. As a result, he called Roto Rooter to unclog the plug in the sanitary drains. He stated that there were no issues with the drain in between when the Tenant left and when the new tenants moved in in April 2020. He stated that there was no evidence from Roto Rooter connecting the clogged drain to the Tenant. Invoices were submitted as documentary evidence to support the Landlord's claims for damages.

The Tenant advised that he experienced no drainage problems during the tenancy. He suggested that blockages in the main sewage line can happen over years and need to be cleaned periodically. He stated that he did not use the appliances or water much and that as the new tenant has a large family, more water would have been used. He submitted that if an object fell into the drain, a five-inch snake tool would have retrieved it.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the

following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 23 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed upon day.

Section 35 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together before a new tenant begins to occupy the rental unit, after the day the Tenant ceases to occupy the rental unit, or on another mutually agreed upon day. As well, the Landlord must offer at least two opportunities for the Tenant to attend the move-out inspection.

Section 21 of the *Regulations* outlines that the condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the Landlord or the Tenant has a preponderance of evidence to the contrary.

Section 32 of the *Act* requires that the Landlord provide and maintain a rental unit that complies with the health, housing and safety standards required by law and must make it suitable for occupation. As well, the Tenant must repair any damage to the rental unit that is caused by their negligence.

Section 67 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

With respect to claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, “It is up to the party who is claiming compensation to provide evidence to establish that compensation is due”, that “the party who suffered the damage or loss can prove the amount of or value of the damage or loss”, and that “the value of the damage or loss is established by the evidence provided.”

As noted above, the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. When establishing if monetary compensation is warranted, it is up to the party claiming compensation to provide evidence to establish that compensation is owed. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Tenant or Landlord fail to comply with the *Act*, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Tenant or Landlord prove the amount of or value of the damage or loss?
- Did the Tenant or Landlord act reasonably to minimize that damage or loss?

In addition, when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

I will first address the Tenant's Application for compensation in the amount of **\$17,161.00**. The consistent and undisputed evidence before me is that the tenancy agreement indicated that the Tenant was entitled to do repairs to the rental unit in lieu of rent, as long as receipts are provided for that work. With respect to the Tenant's first claim of reconnecting BC Hydro, given that the rental unit was a decommissioned home, I accept that this was necessary to provide power to the home. While the Landlord claimed that the old landlord paid for the electrical bill, there was insufficient evidence to support this. Even though a copy of this invoice may not have been provided to the Landlord, I am satisfied that the Tenant paid for the expense to have power provided to the rental unit. As such, I grant the Tenant a monetary award in the amount of **\$1,382.15** to satisfy this first claim.

Regarding the Tenant's claim for compensation in the amount of \$1,675.00 for the cost of appliances that he purchased for the rental unit, as noted above, the Tenant was no longer seeking this compensation as he took the appliances with him when he gave up vacant possession of the rental unit. As such, this claim has been dismissed in its entirety.

With respect to the Tenant's claim for compensation in the amount of \$757.71 for the cost of repairing the appliances during the tenancy, given that he elected to purchase the "cheapest appliances he could" and that he took these appliances with him after he gave up vacant possession of the rental unit, I am not satisfied that he should be awarded any compensation for this claim. As such, I have dismissed this claim in its entirety.

Regarding the Tenant's claim for compensation in the amount of \$57.57 for the cost of two hardware bills, as the Landlord did not make any submissions with respect to this claim, I grant the Tenant a monetary award in the amount of **\$57.57** to remedy this issue.

With respect to the Tenant's claim for compensation in the amount of \$975.00 for the cost of doors that he purchased for the rental unit, the consistent and undisputed evidence is that the rental unit was originally decommissioned and did not have any doors. While the Tenant was entitled to upgrade the rental unit in lieu of rent, I find it important to note that his attempts to keep the expenses down resulted in him purchasing used doors and bathroom vanities. Furthermore, it is noted in several places in the building inspection report that the Tenant commissioned, that the doors were "poorly installed or damaged and should be replaced, and that they "do not function as intended". Given the Tenant's poor workmanship and choice to purchase doors that were not adequate for the rental unit, I do not find that he should be awarded any compensation for this. As such, I dismiss this claim in full.

Regarding the Tenant's claim for compensation in the amount of \$1,338.71 because the rental unit was not plumbed, given that the rental unit was originally decommissioned and that the tenancy agreement noted that repairs to the damaged plumbing system were required, I accept that there likely was limited plumbing and that this needed to be fixed. As a result, I grant the Tenant a monetary award in the amount of **\$1,338.71** to satisfy this debt.

With respect to the Tenant's claim for compensation in the amount of \$3,000.00 for the installation of kitchen cabinets and counters in the rental unit, I acknowledge that this decommissioned home likely required all of these to be installed. While the Tenant was entitled to make these repairs in lieu of rent, I note that the Tenant acknowledged that he paid a carpenter to install old products in the rental unit to make the rental unit livable. Even though new materials are not required to be used, the building inspection report that the Tenant commissioned indicated that "The kitchen cabinets and countertops have been temporarily pieced together with loose or poor fitting components. These issues should be repaired so as to prevent possible injury.", that the "Kitchen cabinet and sink is poorly installed with a large gap at wall, both above countertop and in lower cabinet, which should be repaired or have a back-splash installed.", and that the "Countertop at upstairs bathroom is poorly installed with large openings on both sides of sink. This should be repaired to ensure a tight seal at edges so as to prevent mold or unhealthy environment."

In my view, it is apparent that the person that the Tenant hired to do this work did a poor job of upgrading the rental unit to an acceptable housing, health, or safety standard. In addition, if the Tenant engaged in any of these renovations, clearly the workmanship that was involved was sub-standard at best. Given this, I am not satisfied that the

Tenant should be awarded any compensation for the renovations which could hardly be considered an improvement to the rental unit. As such, I dismiss this claim in its entirety.

Regarding the Tenant's claim for compensation in the amount of \$6,275.00 for the cost of his personal labour for attempting to make the rental unit livable, neither party could provide consistent testimony on when the Tenant was required to stop doing renovations to the rental unit and to start paying rent. The Tenant advised that he was told on July 15, 2019 to stop doing work to the rental unit, but he also contradictorily testified that he was told to stop doing this work in August 2019. He stated that he stopped doing this work in August 2019.

Contrarily, G.M. and M.M. indicated that rent was owed as of August 2019, but they officially gave notice to the Tenant in October 2019 for him to stop doing any repairs to the rental unit. The Tenant confirmed this and acknowledged that he should start paying rent at this point.

Given that the parties were unable to provide testimony that was consistent with even their own submissions, it is unclear to me at what point repairs were stopped by the Tenant and that rent was then due. However, as the only somewhat consistent evidence is that the parties agreed that a notice was given by the Landlord in October 2019 advising the Tenant to stop doing repairs, I find that this is the month where the Tenant was to stop doing repairs and that rent would be owed as of November 2019.

In addressing the personal labour sheet that the Tenant submitted, as the rental unit was decommissioned and as the Tenant was tasked with bringing the unit up to a habitable standard in lieu of rent, I accept that the Tenant would have had to spend time to accomplish this. While he claimed to have spent 251 hours of his own time renovating the rental unit, other than his handwritten time sheet provided, there is insufficient, compelling evidence to support that these many hours were spent on upgrading the rental unit. Furthermore, the building inspection report commissioned by the Tenant is rife with deficiencies in the quality of the workmanship of the upgrades that were completed in the rental unit. If the Tenant truly did spend 251 hours of his own time fixing up the rental unit, I do not find that the end result of his efforts is commensurate with being awarded for all of this time spent. Based on the totality of the evidence provided, as there appears to have been some upgrades that are worthy of compensation, I find that the Tenant should only be awarded for 100 hours of his time. As such, I grant the Tenant a monetary award in the amount of **\$2,500.00** to satisfy this claim.

Finally, with respect to the Tenant's claim for compensation in the amount of \$1,700.00 for moving costs, I find it important to note that the tenancy ended by way of a settlement agreement. Furthermore, the onus is on the Tenant to support this claim with evidence, and there is insufficient evidence provided to support any moving costs of this amount. As such, I dismiss this claim in its entirety.

Calculation of Monetary Award Payable by the Landlord to the Tenant

Item	Amount
BC Hydro	\$1,382.15
Hardware	\$57.57
Plumbing costs	\$1,338.71
Personal labour	\$2,500.00
Total Monetary Award	\$5,278.43

Given that the Tenant was entitled to do repairs in lieu of rent, based on my findings, I am satisfied that the Tenant was entitled to withhold **\$5,278.43** from rent from the start of the tenancy on April 15, 2019. As rent was owed in the amount of \$1,750.00 per month, I find that the Tenant's expenses would have only covered just over three months of rent. This would effectively mean that the Tenant was entitled to withhold all of his rent up until the rental unit was sold to the Landlord, and that rent would have been owed to the Landlord thereafter. As such, I do not find that the Tenant was successful in his claims against the Landlord. Therefore, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

I will now turn my mind to the Landlord's Application for compensation in the amount of **\$15,359.20**. Before doing that though, I note that the Landlord has requested to apply the security deposit towards this debt. However, as a security deposit was never paid, I dismiss this claim in its entirety.

In the first head of claim, the Landlord is seeking compensation in the amount of \$12,250.00 for seven months of rent from August 2019 to February 2020. As above, I have determined that the costs that the Tenant expended for renovations covered his rent to the original landlord. Thus, despite the Tenant allegedly doing renovations to the rental unit into October 2019, as per my findings above, I am not satisfied that the Tenant's expenses would have covered rent owed when the Landlord purchased the rental unit. As such, I am satisfied that the Tenant owed rent for these months.

However, I find it important to note that there was a dispute over the provision of heat in the rental unit and that will be addressed here. The consistent and undisputed evidence is that the Landlord was Ordered, by way of a Decision dated October 24, 2019, to perform repairs to the primary heating system of the home as required by Section 32 of the *Act*, and that these repairs be completed within three weeks of the receipt of this Order. Despite the parties' arguments about the electric or gas heating choices and whether or not adequate heating was provided while waiting for this repair Order to be effected, the undisputed evidence is that the primary heating system was not operational and that the Landlord fixed this by December 6, 2019 after being Ordered to do so.

As the Tenant was without the benefit of heat from the primary heating system, I reduce the Landlord's claim for rent compensation in an amount that I find to be commensurate with the winter months prior to December 6, 2019 that the primary heating system was not functioning. I am satisfied compensation in the amount of \$3,500.00 to be adequate for this loss. As a result, I reduce the monetary award to the Landlord for rental loss by this amount, and I grant an award in the amount of **\$8,750.00** to satisfy this claim.

With respect to the Landlord's claim for compensation in the amount of \$1,470.00 for the appliances that the Tenant took, as these were the Tenant's property and as the Tenant was not claiming for compensation, I dismiss this claim in its entirety.

Regarding the Landlord's claim for compensation in the amount of \$240.00 because of the mess the Tenant left the rental unit in, I find it important to note that the burden of proof is on the Landlord to establish this claim. However, there has been scant evidence submitted to corroborate this issue. As such, I dismiss this claim in full.

With respect to the Landlord's claim for compensation in the amount of \$800.00 because the Tenant's children had written on the walls, while the Tenant claimed that this was present at the start of the tenancy, given that the Tenant was required to do repairs in lieu of rent, I find it unlikely that this would have been something that would have been left unattended during his alleged 251 hours of work. However, I do not find that the Landlord has submitted sufficient evidence to demonstrate that it cost \$800.00 to fix this damage. As such, I grant the landlord an amount that I believe would be commensurate with the cost associated to fix this issue, which is **\$100.00**.

Regarding the Landlord's request for compensation in the amount of \$200.00 because doors needed to be replaced, as noted above, the Tenant's claim for the cost associated with these doors was dismissed due to the lack of appropriate doors

purchased and installed, and due to the poor quality and workmanship. Furthermore, as determined above, the Tenant was required to pay rent to the Landlord, which would mean that the Landlord was required to provide a rental unit that met housing, health, and safety standards. As such, I am satisfied that the Landlord was responsible for providing doors to the rental unit. Consequently, I dismiss this claim in its entirety.

With respect to the Landlord's claim for compensation in the amount of \$200.00 because of large holes left in the drywall at the end of the tenancy, while the Tenant claimed that these were present at the start of the tenancy, given that the Tenant was required to do repairs in lieu of rent, I find it unlikely that these would have been something that he would not have addressed as part of his alleged 251 hours of work. However, based on the few pictures the Landlord submitted, I am not satisfied that this evidence sufficiently establishes this full claim. As such, based on the damage depicted, I grant the Landlord an amount that I believe would be commensurate with the cost associated to fix this issue, which is **\$100.00**.

Finally, regarding the Landlord's claim for compensation in the amount of \$100.00 and \$299.20 to unclog a drain in the rental unit, as the Landlord has provided insufficient evidence to demonstrate that the Tenant was responsible for this issue, I dismiss this claim in its entirety.

As the Landlord was partially successful in these claims, I find that the Landlord is entitled to recover \$50.00 of the \$100.00 filing fee paid for this Application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

Item	Amount
Rental Arrears	\$8,750.00
Wall Sanding	\$100.00
Drywall Repair	\$100.00
Partial Recovery of Filing Fee	\$50.00
Total Monetary Award	\$9,000.00

Conclusion

I provide the Landlord with a Monetary Order in the amount of **\$9,000.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: December 6, 2020

Residential Tenancy Branch