



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

| Parties                            | File No.  | Codes:           |
|------------------------------------|-----------|------------------|
| (Landlord) W.Y.,<br>Z.P., and J.C. | 310050333 | MNDCL, MNRL, FFL |
| (Tenant) J.V.                      | 310065031 | MNDCT, FFT       |

### Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* ("Act") by the Parties.

The Landlord filed a claim for:

- \$11,586.00 compensation for damage caused by the tenant, their pets or guests to the unit, site or property – holding the pet or security deposit;
- a monetary order for unpaid rent of \$1,266.00; and
- recovery of the \$100.00 application filing fee.

The Tenants filed a claim for:

- \$12,700.00 compensation for monetary loss or other money owed; and
- recovery of his \$100.00 application filing fee.

The Tenant, the Landlord, her husband, Z.P., and the Landlord's translator, J.C. appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential

Tenancy Branch (“RTB”) Rules of Procedure (“Rules”); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

At the outset of the hearing, I asked for the Landlord’s name in this matter, as the Landlord identified on the Application was different than that in the tenancy agreement. The Landlords present advised me that they both own the property and both are, I therefore, landlords under the Act. As only one Landlord’s name was on the Application, I have amended the respondent’s name in the Application, pursuant to section 64 (3) (c) and Rule 4.2.

#### Preliminary and Procedural Matters

The Parties provided their email addresses in their applications, and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

The hearing took longer than expected, because the Landlord had to have everything translated for him, including his comments. We ended up going an extra half hour over the allotted hearing time in order to avoid having to adjourn again.

#### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Tenant entitled to a Monetary Order, and if so, in what amount?
- Is either Party entitled to Recovery of their \$100.00 Application filing fee?

#### Background and Evidence

The Parties agreed that the rental unit is a single family dwelling, which the Tenant

rented from the Landlord. They agreed that the fixed-term tenancy began on June 30, 2017, with an initial rent of \$6,500.00, that was decreased to \$5,500.00, due to changing market conditions. They agreed that the rent was due from the Tenant to the Landlord on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$3,600.00, and no pet damage deposit. They also agreed that the Landlord returned the security deposit in full at the end of the tenancy, which ended on November 20, 2020, when the Tenant moved out.

### **LANDLORD'S CLAIMS**

#### **#1 CITY UTILITIES → \$4,586.00**

I asked the Landlord to explain this claim, and she said that the tenancy agreement requires the Tenant to pay for the utilities; however, the Tenant said that the agreement was that the Tenant would pay the Landlord \$300.00 per month toward utilities, and that the Parties would adjust annually to correct any over or under payment.

In the tenancy agreement at part two on page two, it sets out what is included in the rent. Water, electricity, gas, and hot water are checked as not being included in the monthly rent; as such, I find that the Tenant was responsible for paying these utilities fees for the residential property.

The Tenant said the Landlord turned on the outdoor sprinklers to water the grass daily in the Spring of 2020. The Tenant said he warned the Landlord that this was not legal and that it would be very expensive; however, the Landlord said that the Tenant was responsible for paying the water usage for the residential property, pursuant to the tenancy agreement. The Landlord said that the Tenant had not watered the lawn or garden and the Landlord feared that it was dying, so he had the sprinklers turned on.

Both Parties provided lists of the cubic meters of water used at the residential property from May 2019 through to September 2020. Looking at the water usage rates in these months of 2020, the average rate for January through May 2020 is 105.2 cubic meters (including unusually high usage in January 2020). From June through September 2020, the average monthly water usage is 162.5 or a 45% increase in the summer months.

The Landlord pointed out in her evidence that the utilities bill increased over the course of the year 2016, as well. The Landlord stated in their evidence:

From this, it can be seen that the utilities bills increased by the opening of the

sprinkler system in 2020 are similar to the increased utilities bills due to the opening of the sprinkler system in 2016, which are within the normal range and are necessary for normal garden maintenance. So, the big increase in water bills in 2020 has nothing to do with turning on the sprinkler.

The responsibility for the utilities bill increase in 2020 is the Tenant's to bear. And it can only be borne by Tenant. It is a legitimate request that I ask him to pay me back the utilities bill I overpaid for him together with the interest.

However, the Landlord also submitted a note she received from the Municipality dated October 6, 2020, which pointed out the increased consumption by the property that year. This correspondence said: "You are receiving this special notice because your water consumption is higher than normal."

The Tenant said that in June 2020, the Landlord told him they had to sell the house for financial reasons. The Tenant said that he tried to assist the Landlord in this regard for the duration of the tenancy.

In her written submissions, the Landlord said the Tenant owes them the amount of utilities overpaid by the Landlord, after considering the \$300.00 per month payment the Tenant paid for utilities. As such, the Tenant would have paid \$3,600.00 in utilities in 2020. The Landlord said that she paid \$4,586.57 more than the Tenant paid her for utilities over the term of the tenancy.

However, this is inconsistent with the Parties' consistent evidence that they adjusted this difference annually.

## **#2 UNPAID RENT and CLEANING → \$1,266.00**

### **Unpaid Rent - \$916.00**

The Landlord said that the first part of this claim is because the Tenants moved out five days later than they had said they would leave. The Landlord calculated a pro-rated rent of \$916.00, which I agree is what it costs for five days of rent in this residential property.

In his documentary evidence, the Tenant submitted an email in which the Landlord said that the Tenant stayed until November 4, 2020, not the 5<sup>th</sup>.

The Tenant said:

We moved out because he was selling house. He originally agreed to give us those days. There was nothing about this claim until a year after this house was sold.

He never told me I owed him that month until he made the claim. We were supposed to move out on the first. I asked for the fifth, and he said try to get out on the fourth. The house was a work zone. My documents are 100 plus pages long, and I believe we had an email exchange and tried to get out on the third.

The Landlord said:

The five days – as the Landlord stated in the email, the Tenant required the 5 days and the Landlord verbally didn't extend his agreement. They clarified that the Tenant requested six days of extension grace, for cleaning and to return the home to a good condition. It was stated in the email, and also stated that grace period, but it also said if [the Landlord] needs compensation they would discuss it at the time of deposit return. But then [the Landlord] found out that the Tenant didn't take care of [uncertain] bill and had not compromised with the Landlord, so I'm asking for 5 days of rent.

In the email the Landlord referenced, dated October 8, 2020, the Tenant states the following:

[Landlord] I believe you will see this as good news. We have found another home for November 1<sup>st</sup>, so we will be moving out effective November 1<sup>st</sup>. We ask that we could have a few extra days for cleaning and making the house right – much better than when we received it. We also are working with our mover and the new home to get a formal date in the first few days of November. We have the 5<sup>th</sup> booked but are hoping to move that forward with a cancellation. I would ask you to give us a grace period until the 6<sup>th</sup> of November to have the house fully vacant and clean. If you need some compensation, you and I can discuss that before you return our deposit, but do remember we took the place and moved out the furniture, cleaned the rugs, so we were not able to move in for nearly a week and a half after we rented it, so I am hoping you will reciprocate.

Cleaning Costs - \$350.00

The Landlord has claimed \$350.00 of cleaning costs from the Tenant. The Tenant said that the Landlord was renovating the residential property with carpet removal and

painting during the last month they lived there, and that this created the mess, which the Tenants should not have to clean. The Tenant also said the residential property was a mess when they moved in, as noted in the move-in condition inspection report. The Landlord said that this “staging” for the house sale “...is irrelevant to the cleaning fee.”

The Tenant said in the hearing:

The cleaning costs - please note in my evidence page 12 – the move-in condition inspection report. The place was a dump when we moved in. It was a disaster. We had the carpets cleaned, walls washed, painting. The whole idea of us cleaning at the end – if you ask him - it was in the middle of renovations - painting, carpets being removed. It's ludicrous. I didn't charge him a dime to make it livable at the start.

The move-in portion of the Parties' condition inspection report is filled with notes indicating marks on wall and trim, scratches on the floor, a dirty oven, “very” dirty windows, fireplace, bathroom, patio, and a series of other holes and marks noted throughout.

I asked the Landlord why the Tenant should pay to have the residential property cleaned at the end of the tenancy, if the Landlord was doing renovations while the Tenants moved out in October/November, if the Landlord's work created more dirt than what the Tenants had created in the tenancy.

The Tenant asked the Landlord to explain what work was done in the residential property in the last month they lived there. The Landlord said: “There was no reno done in the last month of moving out from October through November. There are re-painting on exterior wall and prep for jobs inside.” The Tenant disputed this claim saying that the carpets were removed and the painting preparation was done inside in October. The Tenant pointed to an email exchange between the Parties dated October 22, 2020, which the Tenant had submitted into evidence.

In this email, the Tenant said:

[Landlord], you are really overstepping here. We have tried to be as helpful as possible, [L.] just came home and the painters are [wandering] through our house with nobody there, upstairs as well. We are now going to lock the doors until we are out, the door was wide open, I thought that was to paint the door as you said you need it open for an hour – well, you have had your hour. We still have all of

our stuff in there until the 3<sup>rd</sup>. I know you have given us three days in November, appreciated but we have more than compensated for that by allowing all the access. The Painters can paint outside but no one else inside until we're out. No open houses, no showing.

I hope you understand. I can't have my wife there with strangers walking in all rooms and / or nobody home,

In his response email, the Landlord apologized to the Tenant, as follows:

I just call my painter. Why he let all doors and windows open? I already told them we can only open one at a time. I apologize for the painter. Hope the house warm back now. Their work has stopped.

### **#3    MENTAL COMPENSATION → \$7,000.00**

I asked the Landlord why he did not seek relief from this claim during the tenancy, and he said:

We have consulted with others at the time; we were in the middle of the sell of a home and under stress. The validation will be two years, and we can do this within two years.

In answer to how they calculated \$7,000.00 for this claim, the Landlord said:

Mental stress and damage was happened after he refused to pay for the water bill. And he threatened to go to the Tenancy Board.

The Tenant referred me to page 106 of his evidence in which the Landlord said:

You are a model tenant and a fair person. The real situation is that you owe me money if plus last 4 months utility bill. But I will pay you today. I hope just because the information is incomplete, not because I was threatened. .

[emphasis added {by Tenant}]

The Landlord said:

At that time, I bought the new house, and started payment for new house, and I was under a lot of stress. I was willing to terminate with rental agreement and

pay the Tenant the 4 months utility that he owes the Tenant.

I again asked the Landlord how they calculated the \$7,000.00 for this claim, and they said: "This is calculated with \$5,000.00 for first part – potential income for November, December, and January – potential income, because he was unable to work."

The female Landlord said:

Based on my understanding from [my husband], during the time in the process of purchasing the new house, so the older house agreement completion, so Martin followed agreement. He finished all the rental issues, but the Tenant doesn't cooperate to finalize the last bills outstanding, so he cannot sue him, because he was in the process of purchasing a new house. He needed to sell the house, so he was really stressful. He estimated. He tell me it's hard to get enough money, depending on the cooperation from the previous Tenant. He got lots of stress and he wanted it to be peaceful in the new house.

As for why \$5,000.00, the Landlord said: "It's his estimate for his – not a big number - and it's a stress and includes his many sleeping issues. That's what I understand."

I then asked for the reasoning behind the remaining \$2,000.00 the Landlord claimed in this category. They said:

Yesterday I asked [my husband], and he said the first claim of \$5,000.00 was for these difficulties processing the completion of the rent, the other \$2,000.00 is communicated with the Tenant asking him to smoothly complete the claim, but he didn't do so, and then he sends us an 100-page English document asking for more.... More pressure and confusion. This is for his expression of his upset and stress.

The Tenant responded:

The only reason there is any compensation – I want to go back to my claim - his mental distress was because he did not want to return my security deposit. He started to talk about the clicker and a door upstairs. He needed the financing for his new home. I had a pool service, I paid for gardeners, we fixed the house up. He liked to take pictures with all our furniture in there, because we made it look nice. I don't need the money, but these things hit me on principle. And the fact that he would not return it, was him bringing it on himself, nothing to do with me.



Like his comment said, I am the “ideal tenant and a fair person”. How did these [inconsistencies] resolve themselves?

## **TENANT’S CLAIMS**

### **#1     DIFFERENCE IN RENT FOR NEW HOUSE → \$4,000.00**

The Tenant’s first claim is because the Landlord ended the fixed-term tenancy early in order to sell the residential property. The Tenant claims that in order to find a comparable unit to rent, he had to pay \$500.00 more per month. The Parties agreed that they initially signed a 12-month tenancy agreement in June 2020, but that due to the Landlord’s financial pressures, they replaced that with a six-month tenancy agreement in June 2020, taking them to December 31, 2020.

The Tenant has claimed compensation for the duration of the fixed-term tenancy agreement. In answer to my question of why the Landlord should compensate the Tenant for his higher rent costs, the Tenant said:

Because they offered us a lease for 12 months; we agreed and signed - we were planning to live here the next year. In June, he said he had to sell for financial reasons. He asked for six months, and if he sold, I would get two months free rent. We agreed to go six months and then basically, we left in November and my rent went from \$5,500.00 to \$6,000.00 per month, and I paid utilities on top of the new place. I am claiming for November to June when the normal lease would have lapsed. [The Landlord] had proposed and we agreed to it, and there was a \$500 spread

The Tenant referred me to page 57 of his submissions, which is an email from the Landlord to the Tenant, which states:

Due to our current circumstances and our financial situation, we’ll have to sell the house within the next year, a month to month arrangement is the best way to move forward at this point. Don’t worry, you’ll have time to find somewhere to relocate, we won’t list the property for before the middle of July, and even if we do sell the property, you’ll still have an additional 2 months to find a new home. So at the very minimum you have 4 months to find a new home. Again we would love to keep the house and keep you here but due to a multitude of factors we have to sell the house.

The Landlord responded to the Tenant’s comments:

There are a lot of negotiations before we entered into a written agreement. It was a six month agreement and [the Tenant] wants to terminate two months prior to the agreement end, and that's what happened, so [the Landlord] should be obligated to pay the difference?

The Tenant said:

The Landlord gave me a 12-month lease, which we signed – to the end of June [2021], then the day we sent it to him, he then said I have to go month to month and I agreed, but I said you have to give me a guarantee of six months.

Yes, I agreed to the six-months lease.

It was not very comfortable for the time we were there. He was selling it, so we had an agreement. But since he was selling it, we had to find something else, but to get equal accommodation it cost me an extra \$500.00 a month.

The Landlord said:

I didn't get all the information from the Tenant, but based on my understanding, we had whatever conversation we needed to follow the written, half-year agreement. Also, even though he terminated the half year agreement a month earlier, that's why his request is unreasonable. This is his responsibility to deal with what he said the \$500.00 or the later moving fee.

The Tenant said:

I did everything I could to help [the Landlord] out. I agreed to the six months with notice, but the house was a construction zone. My wife didn't feel it was her house, and we had to get out of there.

The claim came from his ridiculous claim and that was a legitimate expense I had to pay to get my family relocated. This is what it cost me, so now I'm telling them what it cost me.

## **#2     ADDITIONAL MOVING COSTS → \$1,000.00**

The Tenant explained this claim as follows:

This was the company we used and it is a friend of mine; they are an accredited moving company. Originally, we were moving in June, but because we were moving less than a mile away, I have a pick up truck and two young sons to help. But we needed another five feet on a truck. We have an email exchange with the mover - basically it's another \$1,000.00 - but since we were moving October, November, rather than June or July it cost more. He said it's \$1,000.00 more because we have to move everything.

The Tenant confirmed that the moving company would have to move everything, because the Landlord and his sons were not available to help move at that time of year.

The Landlord said:

Go back to the written agreement that it should be ending in December, and he moved out two months earlier, so it was his decision from a written agreement, so this request is unreasonable.

The Tenant said: "I only agreed to the six months to facilitate [the Landlord's] request to sell the house for financial issues. I was trying to work with him."

### **#3 CAMPER PARKING → \$2,700.00**

The Tenant explained this claim in the hearing, as follows:

This is about working with someone for four years and finding out they're doing a cash grab. During that whole time, I have ski boats in storage and parking comes at a premium. There was a spot on our yard. He asked if he could parking his camper, and I said 'No problem. We can do it'.

It was parked on my property that I was renting. But I have to have my kids move their cars, but it's not a big deal. But when being asked for a cash grab, because he thinks I have wealth...

He also plugged into our electricity to charge the camper battery, with permission, but we did all that to help him out and be the ideal tenants he said we were; but at the end of the day there's a value. My boat was parked at \$125.00 a month – I could have put my boat there. But I have a lot of things and was trying to be.... I put it as a half the value of what I was storing.

The Landlord said:

The Tenant agreed that it could be parked on the site, and there were three months left on tenancy agreement at that time. Based on their communications in March 2018, and during 2018 through 2020, there was no discussion about the RV parking, so it is not appropriate to ask for compensation now.

The Tenant said: "I only agreed to the six months to facilitate [the Landlord's] request to sell the house for financial issues. I was trying to work with him."

#### **#4 MENTAL DISTRESS → \$5,000.00**

The Tenant explained this claim, as follows:

I only added this to echo [the Landlord's] claim. Mine is for the dishonest and manipulative use of the Tenancy Branch, the time wasted by myself for a cash grab - and my time is about \$350.00 an hour. I own a business that does about \$10 million a year.

I rolled up my time at a discount – compiling the documents, the hearings, responding to a completely ridiculous claim. I would have quashed it, but after four years of doing everything to accommodate, I took personal affront and became – at some point you have to push back.

I do believe that punitive damages should be asserted. because he is a Landlord – this is his business. It's probably not his first trip to the Residential Tenancy Branch. I'd like some sort of penalty for the time that he has wasted, considering the issues in Vancouver, and we're talking about first world problems.

The Landlord said:

This whole complication was caused because [the Tenant] didn't obey the contract at the end of the tenancy term and caused problems for his and [the Landlord's] family. Many times, when people think they are correct, it causes complication. I can see [the Tenant's] upset, but it is caused by the process of completion. That's the situation he didn't cooperate. So sorry for both sides.

I asked the Landlord how the Tenant had not cooperated, and he said: "For [the Landlord's] claims, also, his claim for one year compensation for his moving fees or

whatever, all this complication is the point to upset him.”

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Before the Parties testified, I let them know how I analyze the evidence presented to me. I said that a party who applies for compensation against another party has the burden of proving their claim on a balance of probabilities. Policy Guideline 16 sets out a four-part test that an applicant must prove in establishing a monetary claim. In this case, the each Party as “applicant” must prove:

1. That the other Party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the Applicant to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the Applicant did what was reasonable to minimize the damage or loss.

(“Test”)

### **LANDLORD’S CLAIMS**

#### **#1 CITY UTILITIES → \$4,586.00**

When I consider the evidence before me, I find that the Landlord did not provide sufficient proof that the Tenant had not paid the Landlord for the utilities adjustment for the duration of the tenancy. Further, I find that the Parties’ evidence, including the note from the City about the unusual water usage in 2020 indicates that something was different about 2020.

Based on the evidence before me, I find it more likely than not that the increased water usage from June through September 2020 – a 45% increase from earlier in the year – occurred because the Landlord required the landscape sprinklers to be on seven days a week throughout the summer. Even the Landlord noted that the water usage increased in the summer of 2016, which was due to normal usage throughout the year, and because the sprinkler was turned on that year, as well.

I find that the Landlord was concerned that the residential property looked nice in the summer of 2020, because they were trying to sell the property. I also find it is consistent

with common knowledge that municipalities do not allow citizens to run sprinklers seven days a week, because it uses up too much water. I find that the Tenant was aware of this, but the Landlord had the sprinklers running seven days a week, anyway.

I find it is unreasonable to require the Tenant to pay the Landlord for the increased water usage in the summer of 2020, given that it was outside of the Tenant's control to monitor the water usage for landscaping. As such, I **dismiss this claim** pursuant to section 62 of the Act, **without leave to reapply**.

## **#2 UNPAID RENT and CLEANING → \$1,266.00**

### Unpaid Rent - \$916.00

Based on the evidence before me over all on this matter, I find that the Parties agree that the Tenant remained in the residential property until November 4, 2020. I find that in an email, the Tenant agreed to discuss compensation for the Landlord for these extra days. I find that the Landlord could have claimed for the whole month of November; however, he claimed only the five days of occupancy; however, I have found that there were only four days of occupancy in November 2020. Accordingly, I find the Landlord's reduced claim in this regard is reasonable, and I **award the Landlord with \$732.80** from the Tenant pursuant to section 67 of the Act.

### Cleaning Costs - \$350.00

I find that the Tenant's evidence in this regard is more reliable than that of the Landlord. I find that the Landlord initially denied having had workers in the residential property for the most part in October and November of 2020; however, in the above noted email dated October 22, 2020, the Landlord apologized to the Tenant for the painters' behaviour inside the residential property. I find that the Landlord's initial assertion that workers were only outside was not the case. I find that the Landlord had workers inside the residential property doing painting and carpet removal in the last month of the tenancy. As such, I find that it is more likely than not that this would have significantly contributed to any dirt left behind in the residential property. Given these findings, I further find that it would be unreasonable for the Tenant to have to pay cleaning costs at the end of the tenancy. As such, this claim is dismissed without leave to reapply, pursuant to section 62 of the Act.

## **#3 MENTAL COMPENSATION → \$7,000.00**

I find from the evidence before me that the Landlord did not present sufficient evidence

to establish that what he encountered with the Tenant is anything more than simply part of the business of being a landlord. I find that the Landlord randomly pulled amounts out of the air in making this claim. I find that the Landlord presented insufficient evidence to establish that he suffered any costs, mental or otherwise in this category. As such, I **dismiss this claim** without leave to reapply.

### **TENANT'S CLAIMS**

#### **#1 DIFFERENCE IN RENT FOR NEW HOUSE → \$4,000.00**

As set out in Policy Guideline #16 ("PG #16"), "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. It is up to the party claiming compensation to provide evidence to establish that compensation is due."

The Tenant makes this claim for compensation, because the Landlord cancelled the Parties' 12-month tenancy agreement and replaced it with a 6-month agreement, so that the Landlord could sell the property. However, the Tenant acknowledged that he agreed to this change.

Further, the Tenant did not direct me to a copy of his new tenancy agreement, and I could not find it in his index or materials.

I find that the Tenant has not provided sufficient evidence to prove the validity of this claim on a balance of probabilities. I, therefore, dismiss this claim without leave to reapply, pursuant to section 62 of the Act.

#### **#2 ADDITIONAL MOVING COSTS → \$1,000.00**

There is no authority under the legislation to award moving costs to a party. The Tenant agreed to sign the six-month tenancy agreement voluntarily, and therefore, he is bound by the consequences of signing that contract. I find that the Tenant has not provided sufficient evidence to support the validity of this claim. I, therefore, **dismiss this claim**, pursuant to section 62, without leave to reapply.

#### **#3 CAMPER PARKING → \$2,700.00**

As noted above, pursuant to the Test, an applicant must establish that compensation is owing to them, based on a breach or violation of the legislation or tenancy agreement

by the other Party. The Tenant did not indicate how the Landlord committed such a breach, nor did he set out the costs he incurred for having agreed to this arrangement. I find that the Tenant has not proven this claim on a balance of probabilities, and therefore, I **dismiss this claim** without leave to reapply.

#### **#4 MENTAL DISTRESS → \$5,000.00**

In his testimony, the Tenant acknowledged that he filed this application for these claims, because the Landlord applied for dispute resolution against the Tenant. I find that the Tenant did not specify what actions of the Landlord caused the Tenant to suffer mental distress. I find that the Tenant presented insufficient evidence to establish that he suffered any costs, mental or otherwise in this category. As such, I **dismiss this claim** without leave to reapply.

#### Summary and Set Off

The Parties have been awarded the following amounts in their claims:

#### **LANDLORD'S CLAIMS:**

|    | <b>CLAIMS</b>          | <b>AWARDS</b>   |
|----|------------------------|-----------------|
| 1  | Utilities Overpayment  | \$0.00          |
| 2  | Unpaid rent & Cleaning | \$732.80        |
| 3. | Mental Distress        | \$0.00          |
|    | <b>Total Awarded</b>   | <b>\$732.80</b> |

#### **TENANT'S CLAIMS:**

|   | <b>CLAIMS</b>           | <b>AWARDS</b> |
|---|-------------------------|---------------|
| 1 | Difference in rent      | \$0.00        |
| 2 | Additional moving costs | \$0.00        |
| 3 | Camper parking          | \$0.00        |
| 4 | Mental Distress         | \$0.00        |
|   | <b>Total Awarded</b>    | <b>\$0.00</b> |

Given the Parties' respective lack of success in their applications, I decline to award either Party with recovery of their \$100.00 application filing fee.



As the Landlord's awards are greater than those of the Tenant, I grant the Landlord a **Monetary Order** of **\$732.80** from the Tenant pursuant to section 67 of the Act. This Order must be served on the Tenant as soon as possible.

### Conclusion

The Landlord is marginally successful in their application, as they provided sufficient evidence to prove their claim for four days of unpaid rent in November 2020. However, the Landlord failed to provide sufficient evidence to prove the balance of their claims on a balance of probabilities. The remainder of the Landlord's claims are dismissed without leave to reapply.

The Tenant failed to provide sufficient evidence to prove his claims on a balance of probabilities, and the Tenant's application is dismissed wholly without leave to reapply.

The Landlord is granted a **Monetary Order** of **\$732.80** from the Tenant. This Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) 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: August 31, 2022

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Residential Tenancy Branch