

DECISION

Introduction

This hearing dealt with the adjourned cross Applications for Dispute Resolution filed by the Landlord and the Tenant under the *Residential Tenancy Act* (the "Act") for:

- A Monetary Order for compensation for the Tenant, for monetary loss or other money owed damage.
- An order for the Landlord to comply with the Act.
- Authorization to recover the filing fee for this application from the Landlord under section 72 of the Act.
- A Monetary Order for the Landlord for unpaid rent and/or utilities.
- A Monetary Order for the Landlord, for compensation for damage caused by the tenant, their pets or guests to the unit, site or property.
- A Monetary Order for compensation for the Landlord, for monetary loss or other money owed damage.
- Authorization to recover the filing fee for this application from the Tenant.

Service of Evidence

- Based on the submissions before me, I find that the Tenant's final written submission was served to the Landlord in accordance with section 88 of the Act.
- Based on the submissions before me, I find that the Landlord's final written submission was served to the Tenant in accordance with section 88 of the Act.

Preliminary Matter – Tenant's Application

At the outset of these proceedings, the parties agreed that this tenancy ended on November 19, 2023. It was also noted that the Tenant had included in their application a request for an order that the Landlord comply with the with the Act, regulation and/or the tenancy agreement.

As that order is only issued in relation to ongoing tenancies, and as this tenancy has already ended, I find it appropriate to dismiss the Tenant's claim for an order that the landlord comply with the Act, regulation and/or the tenancy agreement, without leave to reapply.

Preliminary Matter – Landlord's Application

During the hearing the Landlord requested to withdrawal their claim for \$800.00 in unpaid rent.

The Tenant did not dispute this request.

Accordingly, I grant the Landlord's request withdrawal their claim for \$800.00 in unpaid rent, without leave to reapply.

Issues to be Decided

- Is the Tenant entitled to compensation for the Tenant for monetary loss or other money owed damage?
- Is the Tenant entitled to recover the filing fee for their application from the Landlord?
- Is the Landlord entitled to A Monetary Order for unpaid utilities?
- Is the Landlord entitled to a Monetary Order for the Landlord, for compensation for damage or loss under the Act, regulation, or tenancy agreement?
- Is the Landlord entitled to A Monetary Order for compensation for the Tenant, for monetary loss or other money owed damage?
- Is the Landlord entitled to recover the filing fee for their application from the Tenant?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on September 9, 2023, with a monthly rent of \$1,500.00, due on the first day of the month, with a security deposit in the amount of \$750.00 and a pet damage deposit in the amount of \$1,000.00. Both parties submitted a copy of the Tenancy Agreement into documentary evidence. The parties agreed that this tenancy ended on November 19, 2023, by mutual agreement. The Landlord submitted a copy of the mutual agreement into documentary evidence.

The Tenant submitted a claim for \$3,750.00, in compensation, consisting of \$120.00 in gas to move, \$1,500.00 lost rental security, \$630.00 in gas for daily commute and 1,500.00 for stress. The Tenant claimed that the actions of the Landlord caused them significant stress and bullied them into leaving the rental unit at the time. The Tenant submitted that the Landlord constantly oppressed and bullied them, to the point that they could not live comfortably in the rental unit; the Landlord told them that they should not be cooking late at night and tried to charge them for having a guest in the rental unit. The Tenant submitted 30 pages of documents, one picture and five digital files into documentary evidence.

The Landlord submitted that they do not owe the Tenant their requested amounts as this tenancy ended by mutual agreement and that it was the tenant who bullied and stressed the Landlord. The Landlord submitted 65 pages of documents, fifteen pictures and five digital files into documentary evidence.

The Landlord submitted that they are claiming for \$400.00 in cleaning costs, consisting of \$50.00 per hour for eight hours of cleaning to restore the rental unit to return the rental to its original spotlessly clean state.

The Tenant submitted that they reasonably cleaned the rental unit at the end of this tenancy and that they should not be responsible for the cleaning cost requested by the Landlord, as that level of cleaning is not required under the Act.

The Landlord submitted that they are claiming for \$8,500.00 in aggravated damages due to the actions of the Tenant who repeatedly disrupted and disturbed the Landlord which caused their cancer treatment plan to be interrupted and exhibited abusive, aggressive, intimidating, and bullying behaviour towards the Landlord.

The Tenant submitted that the landlord's claims for aggravated damages are unreasonable and that they did not understand how their actions during this tenancy have caused any damage to the landlord. The Tenant submitted that this dispute arose from the Landlord's inability to handle things diplomatically and that the Landlord would often lash out at them bashing their upbringing and questioning the Tenant's morals.

The Landlord submitted that there is \$255.40 in unpaid utilities due for this tenancy.

The Tenant agreed that they owed the requested utility amount but that they had requested to see the bills to ensure that the calculated amount that the Landlord

requested was correct. The Tenant confirmed that they received a copy of the utility bills in the Landlord's evidence package.

Analysis

I have carefully reviewed the testimony and evidence, and on a balance of probabilities, I find as follows:

Tenant's claim:

Is the Tenant entitled to compensation for the Tenant for monetary loss or other money owed damage?

The Tenant is claiming for \$3,750.00, in compensation, consisting of \$120.00 in gas to move, \$1,500.00 lost rental security, \$630.00 in gas for daily commute and 1,500.00 for stress.

To be awarded compensation for a breach of the Act, the tenant must prove

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

As stated above, in order for a party to be awarded compensation, they must prove a breach of the Act by the other party. The Tenant claimed that the Landlord's actions towards them caused a breakdown of this tenancy, forcing the Tenant to move early and affecting their right to the quiet enjoyment of the rental property. Section 28 of the Act states the following:

Protection of tenant's right to quiet enjoyment

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

I have reviewed all of the submissions from the Tenant in regard to their claim and I find that there is insufficient evidence before me, to prove to my satisfaction, that the Landlord breached the Act during this tenancy.

Overall, after reviewing the totality of the evidence before me in these proceedings, it is clear, to me, that the Tenant and the Landlord had different views on the normal noise level for day-to-day life, and they clearly had different schedules and daily life habits which caused disagreements and an uncomfortable living situation. However, I find that the disagreement between the Landlord and the Tenant did not constitute a breach of the Act of the tenancy agreement.

For the above reason, the Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed in its entirety, without leave to reapply.

Is the Tenant entitled to recover the filing fee for their application from the Landlord?

As the Tenant was unsuccessful in their application, I find that the Tenant is not entitled to their request to recover the filing fee for their application from the Landlord under section 72 of the Act, and dismiss this portion of their claim, without leave to reapply.

Landlord's claim:

Is the Landlord entitled to A Monetary Order for unpaid utilities?

I accept the agreed-upon testimony of these parties that there is \$255.20 in outstanding utilities due for this tenancy.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid utilities under section 67 of the Act, in the amount of **\$255.20**.

Is the Landlord entitled to a Monetary Order for the Landlord, for compensation for damage or loss under the Act, regulation, or tenancy agreement?

The Landlord is claiming for \$400.00, for damage caused by the Tenant, their pets or guests to the unit, consisting of \$400.00 for cleaning at the end of this tenancy.

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply

- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

The Landlord has claimed that the Tenant returned the rental unit to them in an unclean state at the end of this tenancy, in breach of section 37 of the Act.

Section 37 (2) of the Act states the following:

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and***
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.***

I have reviewed the submissions of the Landlord on this portion of their claim, and I find that they have failed to provide sufficient evidence to prove that the rental unit was not reasonably clean at the end of this tenancy and that additional cleaning was required at the end of this tenancy under the Act. Additionally, I noted that the Landlord was requesting costs “to return the rental to its original spotlessly clean state”; as the Act requires the Tenant to return the rental unit reasonably clean, I find that the Landlord is not entitled to recover costs associated to spotless cleaning. Therefore, I must dismiss this portion of the Landlord’s application in its entirety.

Is the Landlord entitled to A Monetary Order for compensation for the Tenant, for monetary loss or other money owed damage?

The Landlord is claiming for \$8,500.00, in compensation for aggregated damages due to the Tenant disturbing them during this tenancy.

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

As stated, several times in this decision, in order for a party to be awarded compensation, they must prove a breach of the Act by the other party. The Landlord has

claimed that the Tenant's actions towards them caused undue stress and affected their health during this tenancy.

I have reviewed the totality of the submission of the Landlord, and I find that it is clear these parties did not get along and that they kept different schedules; however, I find that the interactions of these parties did not constitute a breach of the Act.

Overall, I found this portion of the Landlord's claim to be unfounded, unreasonable and frivolous in nature. Where I can empathize with the health status of the Landlord, it seems to this arbitrator that the Landlord expected their tenant to have the same sleep and work schedule as the Landlord and that the normal everyday use of the rental space by the Tenant seemed to irritate the Landlord. Additionally, I find that there is zero evidence before me to show that there had been a fire in the rental unit at any point during this tenancy. Where I can understand a fire alarm sounding can be startling, causing the alarm to sound alone does not constitute a breach of the Act or the tenancy agreement. As there was no actual fire, it stands, that on a balance of probabilities, the Landlord had installed an extremely sensitive fire alarm system in the rental unit that seemed to sound due to the presence of smoke and heat caused by everyday cooking activities, which I find to have been no fault of this Tenant.

Additionally, I find the submission of the Landlord as to how they got to the calculation of their requested \$8,500.00 in compensation for this portion of their claim to be unclear and random.

Consequently, I find that as the Landlord has failed to prove a breach of the Act, by the Tenant, in regard to this portion of their claim, I dismiss the Landlord's application for compensation for monetary loss or other money owed damage, without leave to reapply.

Is the Landlord entitled to recover the filing fee for their application from the Tenant?

As the Landlord was mostly unsuccessful in this application, I decline to award the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act, and dismiss this portion of their claim, without leave to reapply.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$255.20** under the following terms:

Monetary Issue	Granted Amount
A Monetary Order for unpaid utilities	\$255.20
Total Amount	\$255.20

The Landlord is provided with this Order 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.

The Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is dismissed, without leave to reapply.

The Landlord's application for a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

The Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

The Tenant's application is dismissed in its entirety.

This interim decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 3, 2024

Residential Tenancy Branch