



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

A matter regarding MOSES PROPERTY CO.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

For the Landlord: MNR-S, MND-S, FF  
For the Tenant: MNDC

### **Introduction**

This hearing was convened as the result of the cross-applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The Landlord applied on January 4, 2025 for the following:

- a monetary order for unpaid rent
- compensation for alleged damage to the rental unit by the tenant,
- authority to keep the tenant's security deposit to use against a monetary award
- recovery of the filing fee

The Tenant applied on January 13, 2025 for the following:

- compensation for a monetary loss or other money owed

Those listed on the cover page of this decision attended the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Each party confirmed receipt of the other's proceeding package, which included the application, notice of hearing, and evidence (Proceeding Package) and all other evidence.

I have reviewed the oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules); however, using my

discretion under Rule 3.6, I will decide what evidence is or is not relevant to the issues, and following that, in this Decision I refer to only the relevant evidence regarding the facts and issues.

## **Preliminary Issue**

### *Issue 1-*

Rule 6.10 stipulates that disrupting the hearing will not be permitted. Further this Rule authorizes me to “*give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately*”. It further authorizes me to exclude a party from the hearing if they do not comply with my directions regarding their behavior.

The parties were instructed at the beginning of the hearing that interruptions would not be permitted, and when the interruptions began almost immediately from the Tenant, they were warned they would be muted from the hearing if the interruptions continued.

From early in the hearing the Tenant was disruptive and highly confrontational. The Tenant would not answer basic questions about their claim, challenging my authority to do so. The Tenant issued aggressive demands and requested another arbitrator, for the hearing, which was denied. The Tenant continued to interrupt me throughout the hearing.

The Tenant would not allow the Landlord to testify without interruptions and eventually, the Tenant was placed on mute so that I could hear from the Landlord. Shortly thereafter, the Tenant disconnected from the hearing at 11:46 pm during the Landlord's testimony, and did not return, despite there being enough time left in the hearing to do so.

### *Issue 2 -*

The parties have been in multiple, prior RTB dispute resolutions, all of which were referenced in the Tenant's evidence. Those dispute resolution file numbers are referenced on the cover page of this Decision.

## **Issue(s) to be Decided**

Is the Landlord entitled to a monetary order for unpaid rent, compensation for damage to the rental unit caused by the Tenant and recovery of the filing fee?

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

### **Background and Evidence**

The evidence at the hearing was this tenancy began on October 2, 2021, ended on February 1, 2025, monthly rent at the end of the tenancy was \$1196.11, and the Landlord collected a security deposit of \$550 from the Tenant on October 2, 2021. The Landlord continues to hold the security deposit in trust.

#### *Landlord's application*

The Landlord claims the amount of \$1196.11 for the unpaid rent for January 2025 and a late fee of \$25 per the clause in the written tenancy agreement allowing the charge. The Landlord said the Tenant did not pay the rent for January 2025.

The Landlord also claimed the amount of \$175, but said they were no longer seeking this amount as the Tenant filled in the holes.

The Tenant confirmed they did not pay the rent for January 2025.

#### *Tenant's application*

The Tenant claims the amount of \$550 for the security deposit, \$4600 for the deposits plus the first month's rent at their new rental unit, and \$13,952.52, described as "prior 12 months rent at (*Landlord's*) living space".

The Tenant wrote the following in their application, with redactions to protect personal information:

*Due to the reasons listed in document, uploaded named RTB Counter Claim.pdf, I ask for the following: I will not pay for the dispute amount requested in file no. (file #) I will have my damage deposit returned \$550 I will have my damage and pet deposit, and first months rent, for the new living arrangement \$4,600 I will have 12 months of rent returned due to one year of retaliation and harassment from (Landlord name) and his wife (Mrs. \*Landlord\*) \$13,952.52*

The Tenant was informed that their claim for the security deposit would not be discussed at the hearing, as the Landlord claimed against the security deposit in their application filed prior to the Tenant's application.

The Tenant was informed that their claim for a security deposit and a month's rent at their next rental unit would not be considered at the hearing. When trying to explain why, the Tenant became confrontational and argumentative to the point that I could not finish my explanation. The reason for this decision will be given within this Decision.

Next, an attempt was made to ask the Tenant questions about their monetary claim of \$13,952.52. The Tenant said this claim was for 12 months of rent. When asked what 12 months to which they referred, the Tenant said it could be any 12 months during the last 24 months. The Tenant said they did not specify which months because of the noise during the renovation process that took place from November 2022 through February 2024. The Tenant said that just any of the past 12 months of the tenancy would suffice.

The Tenant submitted part of the claim is for the police entering the rental unit and the photographs the Landlord took inside the rental unit and put on Facebook. Specifically, the Tenant said the Landlord took photographs of their girlfriend in her panties.

The Tenant spoke about the Landlord requesting that Canadian Addiction Counsellors Certification Federation send a cease and desist letter to their counselor. The letter was filed in evidence. A letter from the Tenant's counselor was filed in evidence.

The Tenant complained of not being taken seriously.

The Tenant demanded that I look at every piece of evidence and that it be reviewed.

In response, the Landlord submitted that the Tenant claimed they damaged the hot tub in November 2021, the police called him on it, and they pointed out there is no evidence that the hot tub was damaged.

The Landlord said that they have continued to receive threats from the Tenant and the Tenant had the same behaviour in this hearing as they had in other hearings. The Landlord said that the Tenant made many false statements in other hearings. The Landlord said that the police were called to the residential property because the Tenant

tried to slam the door in their face, and the Landlord was only at the rental unit to enforce the order for inspection.

The Landlord said that the Tenant's claim was made after the last hearing, and the Tenant already received a 15-month reduction in rent for construction noise in a previous dispute.

The Landlord said that Tenant never gave them a written forwarding address.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, meaning more likely than not, I find as follows.

### **Landlord's application**

Under section 26 of the Act, a tenant must pay the rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant had a legal right under the Act to deduct all or a portion of the rent.

In this case, I find the Tenant was obligated to pay the monthly rent for January 2025, as it was owed for that month under the terms of the written tenancy agreement, and the Tenant remained in the rental unit during January 2025.

I find the Landlord has established a monetary claim of \$1196.11 for unpaid rent for January 2025 and \$25 for a late fee, for a total of **\$1221.11**.

As the Landlord was successful with their application, I grant the Landlord their filing fee of **\$100**, pursuant to section 72(1) of the Act.

For the above reasons, I grant the Landlord a monetary award of **\$1321.11**, comprised of \$1221.11 for unpaid rent and late fee for January 2025 and recovery of the filing fee of \$100.

As of this date, the Tenant's security deposit of \$550 has accumulated interest of \$27.10.

I direct the Landlord to retain the security deposit and interest of **\$577.10** in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 of the Act for the balance due of **\$744.01**.

The Landlord is provided with a Monetary Order (Order) in the above terms and the Tenant must be served with this Order if enforcement is necessary. 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.

### **Tenant's application**

In a claim for damage or loss under the Act or tenancy agreement, the claiming party has to prove, with a balance of probabilities, four different elements:

**First**, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the party did whatever was reasonable to minimize their loss.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

### *Security deposit*

The Tenant requested the security deposit be returned. However, prior to the Tenant filing this claim, the Landlord filed claiming against the security deposit, meaning the security deposit would be dealt with in the Landlord's application. I find it unnecessary to consider this request, as the matter has now been conclusively decided in this Decision on the Landlord's application. As a result, I dismiss the Tenant's claim for \$550, without leave to reapply.

### *Deposits, plus first month's rent*

In a previous RTB Decision of January 3, 2025, the arbitrator recorded a mutual settlement of the Tenant's application for an order cancelling the One Month Notice to End Tenancy for Cause issued by the landlord, an order suspending or setting conditions on the landlord's right to enter the rental unit, and an order requiring the landlord to comply with the Act, regulations, or tenancy agreement.

In the mutual settlement, the parties agreed the tenancy would end at 1:00 pm on February 1, 2025, and the Tenant agreed to vacate the rental unit. Further the mutual agreement recorded that the terms of the mutual agreement of a final and binding resolution of the issues in dispute arising out of the tenancy at that time and that the mutual agreement was done without any element of coercion and of their own free will.

I find the Tenant has provided no basis under the Act to be awarded this claim. The provisions of the Act do not provide for compensation for choices made by a party, which in this case was the Tenant's agreement to vacate in the previously mentioned mutual agreement. Further, the Tenant indicated that they had already provided their notice to vacate to the Landlord. I find the Tenant submitted insufficient evidence of a breach of the Act, as they were not forced to vacate.

I dismiss the Tenant's claim of \$4600 for the deposits and first month's rent at their subsequent rental unit, without leave to reapply.

#### *12 months rent*

I find the Tenant submitted insufficient particulars of their claim. The Tenant stated the 12 months could be any of the months during the tenancy, apparently at my choosing. This statement is vague and I find it lacked the particulars required by section 59 of the Act. It is not up to the arbitrator to arbitrarily pick random months during a tenancy to discuss at the hearing that add up to 12 months, it is up to the Applicant to fully set out their claim and why they would be entitled to full rent reimbursement for each of those months.

Apart from that, the Tenant has previously filed an application seeking \$10,000 for renovations, construction and repairs, and was granted \$3000 by another arbitrator, or \$200 per month for 15 months. For this reason, I find the Tenant has been compensated for 15 of the months in question.

In reviewing the Tenant's Counter claim document, I find the issues raised were matters resolved in previous disputes, apart from the Tenant's claim that the Landlord posted Facebook photos of their girlfriend. For this allegation, I find postings on social media are outside the scope of the Act, and further, I find the Tenant's girlfriend has no standing in this dispute, as they are not a Tenant. The Tenant's girlfriend's status is occupant.

Further, it is unclear to me why the Tenant filed evidence previously filed by the Landlord in other applications to support their claim in these matters. The Tenant would not answer questions during the hearing on the substance of their claim before they disconnected from the hearing and the evidence in my view remains unauthenticated and unexplained. The Rules states that a party must present their evidence at the hearing.

Overall, while the Tenant filed a considerable amount of evidence, some from past disputes, I find the Tenant failed to provide an explanation as to how they arrived at a claim of 100% for rent for 12 months during the tenancy and for what time period.

In my view, the Tenant simply gave a number they wanted to be awarded, even though they stayed in, and had use of the rental unit up to the point they vacated, and I find the claim to be unreasonable.

Given that the Tenant had full use of their rental unit during the tenancy and that I have found insufficient evidence of the matters alleged, I dismiss the Tenant's monetary claim of \$13,952.52, without leave to reapply.

I must note that the Tenant also listed a monetary claim in the amount of \$13,944 on the document entitled, "Workbook.numbers", where the Tenant also claimed for a hot tub replacement of \$638.34. However, the hot tub replacement was not listed on their final counter claim document. Had it been listed as part of their claim, the claim would have been dismissed, due to insufficient evidence that the Landlord damaged the hot tub.

## **Conclusion**

The Landlord's application for unpaid rent, a late fee and recovery of the filing fee is granted, for a total monetary award of \$1321.11.

The Tenant's security deposit and interest of \$577.10 was deducted from the Landlord's monetary award and the Landlord was granted a monetary order for the balance due of \$744.01.

The Tenant's application was dismissed in full without leave to reapply, due to insufficient evidence.



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 20, 2025

---

Residential Tenancy Branch