



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNC MNDC FF O

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause, as well as for monetary compensation.

The hearing first convened on June 15, 2015. On that date, I found that the notice to end tenancy dated April 3, 2015 was void, as it failed to indicate any cause. I adjourned the monetary portion of the claim, as at the time the tenant's video evidence had been submitted to the Branch but had not yet reached me.

The hearing reconvened on August 20, 2015. The tenant, the tenant's daughter, the landlord, the landlord's spouse, and a witness for the landlord participated in the teleconference hearing. On that date the tenant confirmed that she had moved out of the rental unit.

At the outset of the reconvened hearing, the landlord stated that they did not receive the tenant's digital evidence. The tenant stated that she sent the digital evidence to the landlord by registered mail; however, she had no evidence to support her claim. I therefore did not admit the tenant's digital evidence.

The landlord stated that they could not serve their evidence on the tenant because she had vacated the rental unit and did not provide a new address for service. As a party to a dispute resolution proceeding cannot avoid service, and the applicant tenant did not provide the landlord with a new address for service, I admitted the landlord's evidence.

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

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in February 2014, with monthly rent of \$650.00. The rental unit is a basement suite in a house, with other tenants occupying the upper portion of the house.

The tenant applied for monetary compensation of \$1600.00, on the basis that the landlord would not do any requested repairs or solve any problems between the tenant and the upstairs tenant. The tenant did not provide any breakdown or calculation of how she arrived at the sum of \$1600.00.

The tenant stated that the upstairs tenants were constantly harassing and threatening her and her daughter. The tenant stated that the upstairs tenants were moving furniture and stomping around in the middle of the night. She stated that she was scared to sleep in her bedroom because it locked from the outside, and other people had been entering her unit without her knowledge. The tenant stated that the landlord refused to change the locks. The tenant stated that the laundry room was flooding, and the entranceway to the unit flooded in heavy rain. The tenant stated that when she complained to the landlord, he was totally rude and swore at her.

The tenant's daughter stated that her car got blocked in the driveway by the upstairs tenants, and then the landlord came in to the rental unit without notice. Later in the hearing the tenant's daughter acknowledged that she also blocked the driveway, but "they blocked me first."

In response to the landlord's allegation that the tenant threatened an upstairs occupant, K, the tenant replied that K was in the laundry room at the tenant's door, threatening to cut the tenant. The tenant stated that this occurred on a Wednesday, which was her laundry day, so it could not have occurred on January 13, 2015, which was a Tuesday.

The tenant denied having a crystal meth lab in the back room, stating first that they did not have access to the back room, and shortly after stating that everyone had access to the back room.

The landlord responded that the tenant was lying. The landlord stated that they did not hear about any damage in the rental unit until after they served the tenant with a notice to end tenancy. The landlord stated that the upstairs tenants have the driveway, and the downstairs tenant blocked in the upstairs tenants. The landlord stated that he came to the rental house to talk to the tenant because the upstairs tenant complained about being blocked in the driveway.

The landlord submitted that the tenant fabricated her evidence, including flooding the rental unit entranceway with water from the hose. The landlord stated that the upstairs tenants are old and cannot move furniture around. The landlord's witness stated that the occupant, K, told the witness that the tenant had pulled a knife on K and "went nuts."

Analysis

I find that the tenant is not entitled to monetary compensation. The tenant did not provide sufficient admissible evidence to support her claim. I found that the tenant's testimony was contradictory and lacked credibility. Finally, the tenant did not provide a breakdown or calculation of her monetary claim.

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

Conclusion

The tenant's application for monetary compensation is dismissed.

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: September 2, 2015

Residential Tenancy Branch

