



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For a monetary order for damages; and
2. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. For a monetary order for money owed or compensation for loss.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Are either party entitled to a monetary order?

Background and Evidence

The tenancy began on or about January 2, 2016. Current rent in the amount of \$800.00 was payable on the first of each month. The tenant paid a security deposit of \$375.00. The tenancy ended on or about April 2, 2017. The security deposit was returned to the tenant at the end of the tenancy.

The landlord's application

The landlord claims as follows:

a.	Damage to window sills	\$ 630.68
b.	2 broken chairs	\$ 60.00
c.	Loss of revenue for B & B	\$1,000.00
d.	Filing fee	\$ 100.00
	Total claimed	\$1,790.68

The landlord testified that there were three windowsills covered in mould and they had to be replaced as the mould had penetrated the wood.

The landlord testified that the unit was fully furnished and two chairs were broken.

The landlord testified that they loss two month of revenue for their B&B as they were unable to get a worker into repair the windows sill and they ended up doing the repairs themselves.

The tenant testified that there was a moisture problem in the unit and they wiped the windows and sills regularly. The tenant stated they asked the landlord regularly if they could provide a dehumidifier.

The tenant testified that the chairs were old and in poor condition. The tenant stated that they replaced one chair that was broken, which was left behind.

The tenant's application

The tenant claims as follows:

a.	Illegal rent increase	\$ 600.00
b.	Laundry cost	\$ 960.00
	Total claimed	\$1,560.00

The tenant testified that the landlord increased the rent \$50.00 after the first three months of renting. The tenant seeks the return of the rent.

The tenant testified that laundry was included in rent and the landlord took this service away. The tenant estimate the cost of doing laundry elsewhere was \$960.00.

The landlord testified that it was a mutual agreement to increase the rent by \$50.00, as the tenant's use of hydro was double the normal amount. The landlord stated that there was never an issue about this until after the tenancy ended.

The landlord testified that laundry was never included in the rent, as the unit has no facilities for washing. The landlord stated that the tenant told them that they had access to a washing machine through their employer. The landlord stated that from time to time they would allow the tenant to use their personal machine that was in their home for emergency purposes; however, they had to stop allowing the tenant access as it was being taken advantage.

The tenant responded that they only agreed to the additional amount of rent as there was no place else to go.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the both parties have the burden of proof to prove their respective claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Landlord's application

In this case, the landlord is claiming for the replacement of three windowsills due to mould. The tenant denied they caused damage and indicated that there was a humidity problem in the unit which they notified the landlord.

I am not satisfied that the tenant breached the Act by being neglectful causing damage to the windowsills. Further, I find the amount claimed for labour to be excessive. Therefore, I dismiss this portion of the landlord's claim.

Further, I am not satisfied that the tenant caused damage to the chairs. The landlord did not provide a move-in condition inspection report to support the condition of the chairs when the tenant moved in to the rental unit and it is possible the their useful life span of the chairs had expired do to reasonable use. Therefore, I dismiss this portion of the landlord's claim

As I have found the landlord has failed to prove a violation of the Act by the tenant. I find the landlord is not entitled to loss of revenue. Further, even if the tenant caused the damage, I find two month to fix three windowsills is unreasonable.

As the landlord has not been successful with their claim they are not entitled to recover the filing fee from the tenant.

Tenant's application

In this case, I accept the landlord's version that the tenant agreed to pay \$50.00 more per month due to the increase of hydro. The tenant indicated that they did not have a choice but to agree as there was no other place to rent. However, there was no evidence that the landlord made any threats of evictions or forced the tenant into this agreement. I find the agreement is binding on the parties. Therefore, I dismiss this portion of the tenant's claim.

Further, I accept the landlord's version over the tenants that laundry was not included in rent, and accept that the tenant was given access to their personal machine on emergency basis. I find it not reasonable for laundry to be included in rent when they do not have direct access to such facilities.

Furthermore, I find the letter written in support of tenant has no weight as the writer only has information that was provided by the tenant and no direct knowledge of the agreement between the landlord and tenant.

I find the tenant has failed to prove a violation of the Act by the landlord. Therefore, I dismiss this portion of their claim.

Conclusion

The landlord's application is dismissed. The tenant's application 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 06, 2017

Residential Tenancy Branch