



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for monetary loss or other money owed and to recover the filing fee.

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

Preliminary matter

In this case, the parties were before me at a prior hearing held on September 29, 2020, and a decision was made on September 30, 2020. At that hearing I had determined the tenant breached the Act by failing to pay rent and failing to give sufficient notice to end the tenancy. The tenant did not file for a Judicial Review, and their time for doing so has expired, as they had sixty days after my decision was made. I have noted the file number on the covering page of this decision.

At today's hearing the tenant is claiming moving cost and to waive a portion of May 2020 rent and all of June 2020 rent, due to the landlord's breach of the Act by not providing a safe, stress free space. However, the tenant raised these issues at the previous hearing and submitted documentary evidence at that time. This is the same evidence submitted for today's hearing. I found at the previous hearing that the evidence provided by the tenant did not support the tenant's allegation that they were unsafe and had the right to end the tenancy.

I found at the previous hearing, that the tenant breached the Act, when they failed to pay rent and when they failed to give the landlord proper notice to end the tenancy. I granted the landlord a monetary for unpaid rent for March, April, May and June 2020.

Since I have already considered the merits of the ending of the tenancy and the issue of rent at the previous hearing, I find I cannot consider the tenant's application on the waiving of rent as the this matter has already been heard and a decision made, I find the principal of Res judicata apply. Therefore, I dismiss this portion of the tenant's claim.

Further, as I had found in the previous decision that it was the tenant who breached the Act, not the landlord they are not be entitled to moving costs. Therefore, I dismiss this portion of the tenant's claim.

I also should note that the tenant was very upset when they were informed I would not be considering the above issues. I had to caution the tenant several times when they were argumentative. I also had to stop the hearing several times to bring the tenant's testimony back to the relevant issue that was remaining for me to hear and consider.

DC for the tenant attempted to speak at the end of the hearing; however, they were wanting to argue about my previous decision. I informed DC that I would not hear from him, unless they had relevant testimony on the remaining issue before me.

Issue to be Decided

Is the tenant entitled to a monetary order for money owed?

Background and Evidence

The tenancy began on January 1, 2019. Rent in the amount of \$1,400.00 was payable on the first of each month. No security deposit was paid. The tenant vacated the premise on May 17, 2020.

The tenant testified that they had a conversation with the landlord about installing drawer liner in the rental unit. The tenant stated that they were at a store that had a good deal and they sent the landlord a text message. The tenant stated that they picked up a roll of drawer liner for the rental unit and one for the landlord's personal use. The tenant stated that the landlord agreed to reimburse them for the cost. The tenant

stated the cost of each roll was \$14.99. The tenant seeks the cost of the drawer liners, plus taxes. Filed in evidence are text messages which support the tenant's testimony.

The landlord testified that they installed the tenant's television and that it was missing a HDMI cable to hook it up to the telus box. The landlord stated at that time they gave the tenant their own personal HDMI cable, which cost the approximately \$40.00. The landlord stated that they both agreed that the drawer liner cost and the HDMI cable cost were similar, so they would both absorb those costs, and nothing would be owed to either party.

The tenant argued that the HDMI cable was to be provided as part of their tenancy and that it was also left behind when they vacated the premise.

Analysis

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

I accept the evidence of the tenant's that the landlord agreed to pay the tenant the cost of the drawer liners. This is supported by the text messages filed in evidence. While I accept there is a different version on the HDMI cable; however, I have no evidence from the landlord to prove their version. Therefore, I cannot determine if there was any such agreement to offset the cost of the drawer liners.

I find the tenant is entitled to recover the cost of the drawer liners in the amount of \$29.98, plus taxes of 13% (PST and GST) \$3.89 for a total cost of \$33.87.

I find that the tenant has established a total monetary claim of **\$133.87** comprised of the above described amount and the \$100.00 fee paid for this application.

As I had previously ordered the tenant to pay the landlord the amount of \$5,600.00, I order the landlord to deduct the above amount from the money owed by the tenant, in full satisfaction of the claim.

Conclusion

The tenant's application for waiving of rent and moving costs are dismissed. The tenant is granted a monetary order for other money owed. The landlord is ordered to deduct this amount from the previous order that I granted to them for unpaid rent by the tenant.

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: December 22, 2020

Residential Tenancy Branch