



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes MNDC

Introduction

This matter dealt with an application by the tenant seeking monetary compensation for the ending of a tenancy.

Both parties appeared at the hearing and were afforded the opportunity to give affirmed testimony. In addition, both parties were advised that any written documents that had been submitted prior to the hearing would also be considered in reaching a decision.

Issues(s) to be Decided

Is the tenant entitled to monetary compensation related to the ending of a tenancy, and if so, in what amount?

Background and Evidence

The tenancy in this matter related to the rental of a manufactured home, commencing July, 2008.

The evidence of the tenant is that she moved in on July 3, 2008 and that the monthly rent was \$400.00 per month. At the start of the tenancy the tenant gave the landlord three months rent in advance. There was no written tenancy agreement and there was no security deposit paid.

The tenant states that she found the rental unit in disrepair and as such had a conversation with the landlord on or about July 3, 2008. The tenant states that the landlord told her she had to vacate the premises, and as such is claiming compensation for stress and mental anguish. The tenant's position is that the rental unit was uninhabitable and that she only stayed there three nights.

The landlord at the hearing stated that the tenancy was meant to be short term as he intended to sell the manufactured home in the near future. The landlord states that the tenant was aware of the condition of the rental unit as she had inspected it when it was occupied by the previous tenants. The landlord states that the rental was done as a favour and that the tenant knew he intended to sell the unit soon.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

The landlord states that when the tenant moved in and called her about the problems that he met with her and refunded her three months rent she had paid. The landlord also told the tenant that she could remain until the end of the month, and that he also gave her an additional \$100.00 for gas for moving. The landlord denies that he evicted the tenant.

Analysis

The evidence given by both parties at the hearing is somewhat contradictory in some areas. The tenancy appears to have been developed over verbal conversations and handshakes rather than through the protection of a written tenancy agreement.

The landlord's evidence is that the tenant agreed to move out after the landlord was reluctant to invest money in a unit he was going to sell. The landlord feels that he has been reasonable in returning the tenant's three months advance rent, giving one month free rent and giving the tenant a further \$100.00.

The tenant on one hand states that the premises were uninhabitable but then states that she could have continued to live there. The tenant seeks significant damages for mental stress, far in excess of the value of any part of this tenancy and has offered little evidence to substantiate the validity of her claim. The burden of proof lies with the applicant in this matter and I do not find that she has established a valid claim for monetary compensation.

Conclusion

I dismiss the tenant's application without leave to re-apply.

Dated: September 29, 2008

Dispute Resolution Officer