



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, & FF

### Introduction:

This hearing dealt with cross applications by the parties. The tenant is seeking a monetary claim related to loss or damage under the *Act* due to the landlord ending the tenancy outside of the grounds available under the *Act*. The landlord filed an application seeking a monetary claim for loss of rent, damage to the rental unit and a request to retain the tenant's security deposit plus interest in partial satisfaction of this claim.

Both parties served each other with notice of this hearing and their applications. However, the landlord failed to appear for the scheduled hearing. I consider the landlord to have abandoned her application and I dismiss it.

### Issue to be Determined:

Is the tenant entitled to compensation for loss or damage due to breach of the tenancy agreement or *Act* by the landlord?

### Background and Evidence:

This tenant began his tenancy as a roommate in the rental unit effective October 1, 2007 for the monthly rent of \$465.00. The tenant stated that he paid a security deposit of approximately \$232.50 on October 4, 2007.

It is unclear how this tenancy ended. The tenant submits that the other occupant vacated the rental unit and the landlord had expected that he would be vacating as well. However the tenant states that he never received a Notice to End Tenancy as required by the *Act*. The tenant stated that during the month of November he agreed to allow the landlord to begin renovations while he was living there. This situation however became very inconvenient as the work progressed.

On November 14, 2008 the tenant gave the landlord a note indicating that if his security deposit was sent to his new landlord he would begin to vacate for the end of November 2008. The tenant confirmed that he did not pay any rent for November 2008 as it was his belief that he was entitled to compensation related to a Notice to End Tenancy related to landlord's use of the property pursuant to section 49 of the *Act*. The tenant confirmed he never received any such notice.

The tenant is seeking compensation due to the landlord's failure to provide him proper notice to end the tenancy. The tenant requests the sum of \$50.00 for moving costs, \$75.00 for storage costs and recovery of his December rent cheque for the sum of

\$465.00. The tenant stated that the landlord received this cheque on November 20, 2008 and cashed it.

Analysis:

I accept from the evidence before me that the applicant is a tenant of the landlord and therefore he had the rights and obligations of a tenant under the *Act*. I find that both the occupants of the rental unit were co-tenants meaning that they both rented the rental unit under the same agreement. This find is supported by the receipt of the tenant's rent from the ministry directly to the landlord.

I have no evidence before me that the tenant received a Notice to End Tenancy or any evidence respecting when the other tenant vacated the rental unit. I also have no evidence that the landlord was conducting renovations. I do accept that the landlord believed that both tenants were going to vacate before November 1, 2008.

The tenant provided no evidence to support his application for compensation. I have no evidence that the tenant was forced to vacate or that any of the expenses submitted were as result of a breach by the landlord. The tenant also admitted in the hearing that the rent for November 2008 was not paid and I am also satisfied that there is no basis for the landlord to return the rent received on November 20, 2008. The tenant also confirmed in the hearing that his security deposit was returned.

The tenant, making an application for damage or loss under the *Act*, has the burden of proving and establishing his claim on the balance of probabilities. In the absence of any supporting evidence I find that there is no basis on which to grant the tenant's application. There was no Notice to End Tenancy and no basis for compensation pursuant to section 49 of the *Act*. The tenant received his security deposit and acknowledged that he did not pay rent for November 2008. I have no evidence before me supporting the allegation that the tenant's moving and storage costs were due to a breach of contract by the landlord.

Conclusion:

I dismiss the tenant's application as having no merit. I also have dismissed the landlord's application for failing to appear and pursue her claims.

Dated January 06, 2009.

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Dispute Resolution Officer