



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for loss or damage and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself, the Application for Dispute Resolution was reviewed, the hearing process was explained to the parties and the parties were provided an opportunity to ask questions in relation to the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence and to make submissions to me.

Issue(s) to be Decided

Is the tenant entitled to compensation in the sum of \$285.88?

Must the landlord agree to alter the tenancy agreement from a fixed term tenancy to a month to month agreement?

Is the tenant entitled to filing fee costs?

Background and Evidence

The tenant testified that she was given approval to move to a different unit within the rental building. The tenant stated this move was to take place on May 28, 2009 and that on May 26, 2009 the landlord informed her in writing that they were no longer interested in allowing the move to occur.

During the hearing the parties agreed that the landlord had offered the tenant compensation in the sum of \$140.95 to cover a \$100.00 moving cancellation fee and a

Canada Post fee of \$40.95 that the tenant had incurred. The tenant is claiming a further \$144.93 in wages for May 28, 2009.

The tenant testified that she was frustrated and felt the landlord had not given her proper consideration. The tenant stated that she could have gone to work on May 28 but that she stayed home so that she could speak with her insurance company, go to Canada Post, contact B.C. Medical and to unpack belongings.

The landlord testified that they feel the tenant could have gone to work and not incurred a loss of one day's work.

Analysis

The landlord has agreed to compensate the tenant for the moving cancellation cost and the Canada Post costs in the sum of \$140.95; an amount previously offered to the tenant by the landlord.

I find that the tenant is not entitled to compensation for the loss of wages for May 28, 2009. During the hearing the tenant testified that on May 26, 2009 she became aware of the landlord's decision to cancel her move. Section 7(2) of the Act provides:

A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

I accept that the tenant has felt badly treated by the landlord but the tenant had a responsibility to mitigate any loss and I find that her choice to remain home from work rather than complete the necessary arrangements and unpacking on the weekend should not result in a loss to the landlord. Therefore, the claim for loss of wages is dismissed without leave to reapply.

As the tenant is entitled to an amount that was previously offered by the landlord I find that the tenant's claim for filing fee costs is dismissed.

The tenant's request that her fixed-term tenancy agreement be changed to a month-to-month agreement is a matter that may be addressed under the provisions of section 14 of the Act. The parties may mutually agree to remove or change a term of their contract.



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Conclusion

I find that the tenant is entitled to compensation in the sum of \$140.95 and that she may deduct this amount from the next month's rent owed.

The tenant's claim for wage loss compensation is dismissed without leave to reapply.

The parties may mutually agree to change a term of the tenancy agreement.

I dismiss the tenant's claim for filing fee costs.

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 02, 2009.

Dispute Resolution Officer