



# Dispute Resolution Services

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

## Decision

Dispute Codes: MNDC DRI CNC FF

## Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause, dispute an additional rent increase, and receive monetary compensation for damage or loss under the Act, regulation or tenancy agreement. At the time of the hearing the tenant had already vacated the rental unit, and I accordingly dismissed the portions of the application regarding the notice to end tenancy and the additional rent increase. Both the tenant and the landlord participated in the teleconference hearing.

## Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

## Background and Evidence

The tenancy began on September 1, 2008 as a one year fixed term tenancy. The tenancy agreement indicates that on August 31, 2009 the tenancy is ended and the tenant must vacate the rental unit. The landlord and both tenants initialed this clause of the agreement.

The evidence of the tenant was as follows. On August 3 or 4, 2009 the tenant had a telephone conversation with the landlord's husband. The tenant heard the landlord speaking in the background, and the landlord's husband assured the tenant she could stay in the rental unit until the end of September 2009.

The tenant left town for work, and returned on August 16, 2009. The landlord had left

letters for the tenant indicating that she wanted to schedule a move-out inspection for August 31, 2009 and wanted the tenant to submit an application if she wished to re-rent the place.

On August 17, 2009 the landlord informed the tenant by letter that she had decided not to re-rent to the tenant and expected her to move by August 31, 2009. As a result, the tenant had to arrange to move out by August 31, 2009 and she lost a confirmed job that was to have begun on August 25, 2009. The tenant has claimed \$6500 in compensation, representing a loss of three weeks of wages, and \$130 in storage fees.

The response of the landlord was as follows. The tenancy agreement clearly states that the tenancy was to end on August 31, 2009 and on that date the tenant would have to vacate the unit. The landlord did not verbally agree to let the tenant stay for September, and the landlord had no intention of re-renting to the tenant, as there had been problems during the tenancy. The landlord's husband is not the landlord's agent with regard to extending a tenancy agreement, and the tenant knew that.

### Analysis

In considering the evidence, I find that the tenant is not entitled to compensation as claimed. The written tenancy agreement clearly states that the tenancy will end on August 31, 2009 and the tenant must vacate. The landlord and tenant did not agree in writing to amend the tenancy agreement or enter into a new tenancy agreement. The landlord disputed any verbal agreement with the tenant regarding an amendment to the tenancy agreement. I accept the testimony of the landlord that she did not make a verbal agreement with the tenant to allow the tenant to stay until the end of September. I further accept that the landlord's husband did not have the authority to act as the landlord's agent and make such an agreement with the tenant. If the tenant was relying on this alleged agreement with the landlord she ought to have insisted on an agreement in writing. The tenant chose to act without the assurance of a written agreement, and acted to her own detriment.

Conclusion

The tenant's application is dismissed. As the application was not successful, the tenant is not entitled to recovery of the filing fee for the cost of her application.

Dated October 20, 2009.