

DECISION

Dispute Codes OPC, OPB, MNDC, FF

Introduction

This hearing was convened in response to joint applications filed by both the tenant and the landlord. The tenants seek:

1. A monetary order in the sum of \$2,500.00; and
2. Recovery of the filing fee.

The landlord seeks:

1. An Order of Possession for cause and breach of a material term;
2. A monetary order for compensation in the sum of \$2,200.00; and
3. Recovery of the filing fee.

The landlord and one tenant (DCM) appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Is either party entitled to the Orders sought?

Summary of Background and Evidence

This tenancy has now ended. The tenant DCM testified that she is a sub-tenant of the other tenant ARS and that she pays her rent to the other tenant. In her application the tenant says she is seeking compensation from the landlord for "...breach of Agreement, loss of enjoyment of the unit, relocation and baseless eviction. Also I received a one-month notice on July 28th and I don't agree...". The tenant says the issuance of the one month Notice to End Tenancy for Cause unreasonably disturbed her and her enjoyment of the suite and she believes she is entitled to compensation because of it. The tenant says she is seeking \$2,500.00.

The landlord's claim states that this tenancy was a fixed term tenancy in which the tenants agreed that they would move at the end of the fixed term which was set at August 30, 2011. The landlord says the tenants vacated the property and left damage. The landlord submitted letters from Colyvan Pacific stating that she was charged \$1,104.32 by the strata corporation for "damage to the sprinkler in the parkade" which

she attributes to the tenants and another letter and invoice from Colyvan Pacific for a chargeback of \$162.40 for bedbugs in the rental unit.

Analysis

With respect to the tenant DCM's claim for \$2,200.00 in compensation for loss, I find that the tenant has failed to bring sufficient proof that she suffered a loss or how she arrived at the sum claimed. That a landlord issues a Notice to End Tenancy is a landlord's right and not sufficient cause for compensation. The issue of whether DCM was even a bona fide tenant of the landlord is not clear. I therefore dismiss DCM's claims for lack of supporting evidence.

First, with respect to the landlord's claim for \$1,104.32 and \$162.40 paid to Colyvan Pacific with respect to the property, while the landlord says the tenants caused the damages claimed or that the suite was infested with bedbugs because of them, she has supplied insufficient evidence to prove those claims. With respect to the balance of her \$2,500.00 claim she has provided insufficient evidence to show how or why she arrived at that sum. The landlord claims are therefore dismissed.

Conclusion

Both parties' applications are dismissed. Neither party is awarded recovery of the filing fees paid.

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 13, 2011.
