



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the tenant seeking compensation for loss or damage suffered under the Act. The tenant participated in the conference call hearing but the landlord(s) did not. The tenant presented evidence that the landlords were served with the application for dispute resolution and notice of hearing by registered mail on January 10, 2012. I found that the landlord had been properly served with notice of the tenants claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issues to be Decided

Is the tenant entitled to any compensation for a loss or damage suffered under the Act?

### Background and Evidence

The tenant was unsure of when his tenancy started but believes it was seven or eight years ago. Rent in the amount of \$850.00 is payable in advance on the first day of each month.

The tenant gave the following testimony; the previous owner of the home he rented gave him a two month notice to end tenancy as terms of sale for the property. The sale was finalized on May 31, 2010. This matter was previously before a different dispute resolution officer who found the new owner acted in good faith and was awarded an order of possession effective May 31, 2010. The tenant did not vacate the premises until June 10, 2010. The tenant testified that he went to the local municipal hall and found out the new owner had taken out a permit for demolition and new construction on

June 1, 2010 and that the new owner never did occupy the house for personal use as was stated on the notice. The tenant is seeking the equivalent of two months' rent \$1700.00 as compensation for not acting in good faith, \$519.90 for storage costs, and \$2000.00 for the replacement of furniture that he alleges the landlord removed and destroyed without permission. The tenant has had no contact with the owner since moving out.

### Analysis

The tenant is the sole applicant in this matter and bears the burden of proving his claim. I will deal with the tenant's application as follows;

**First Claim** - The tenant testified that he was able to find out when the permit for demolition was taken out but did not provide any documented evidence of that. The tenant testified that a new duplex has been built on the property, but the tenant did not provide any witnesses or any documented proof or photos of a new duplex built in the location of the old house. I asked the tenant if the new owner lived there and his response was "I'm pretty sure he does, I even recognize his silver SUV crossover kind of thing in the driveway".

When a notice is given under section 49 for landlords use, the landlord must use the property for the stated purpose for at least six months from the effective date of the notice, the tenant was unsure and unclear as to when the construction began as well he wasn't completely sure if that owner still resides on the property, this uncertainty creates doubt. I am not satisfied that the tenant has proven that the landlord did not act in good faith. The tenant was seeking the equivalent to 2 months rent as compensation, for the above reasons, I dismiss this portion of the tenant's application.

**Second Claim** – the tenant is seeking \$519.90 for storage costs as he testified that he had to store some items till he found a place. The tenant was given a two month notice to vacate and was well aware of the possibility that he might have to move. The tenant applied for dispute resolution and it was ordered that he vacate the premises on May

31, 2010. The tenant did not abide by that order and still remained in the unit for ten more days. The tenant had ample opportunity to gather his belongings and arrange to have all his furniture moved, for those reasons I dismiss this portion of the tenant's application.

**Third Claim** – The tenant is seeking \$2000.00 for the replacement of furniture that he says the landlord damaged and removed without his permission. The tenant has not provided any evidence of his claim nor did he provided any bills or receipts showing costs incurred for the replacement of any furniture, and for those reasons I dismiss this portion of the tenant's application.

The tenant has not been successful in their application and is therefore not entitled to the recovery of the filing fee.

### Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: March 14, 2012.

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Residential Tenancy Branch