



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

O

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for "other".

In the details of the dispute the Tenant declared that he "being wanting cancel notes to end tenancy as one of the landlord said we could the dogs then his dad want him to kick us out". I interpreted this to mean that the Tenant applied to cancel a Notice to End Tenancy. At the outset of the hearing the male Tenant repeatedly declared that he did not intend to file an application to cancel a Notice to End Tenancy. On the basis of the testimony of the male Tenant, I accept that the Tenant did not intend to file an application to cancel a Notice to End Tenancy.

In the details of the dispute the Tenant declared that he "also want to seek to have him pay for all coust of us to move because of the other tenits". I interpreted this to mean that the Tenant applied for a monetary order for money owed or compensation for damage or loss. The male Tenant confirmed that he is only seeking compensation for the cost of moving. The male Landlord with the initials "R.D." stated that the Landlord believed the Tenant was seeking compensation for moving costs. On the basis of the information before me, I find that the Tenant filed an Application for Dispute Resolution which declared that he was seeking a monetary Order.

The male Tenant stated that he submitted a copy of an invoice to the Residential Tenancy Branch on May 10, 2013. He stated that he produced the original copy to a staff member at Service B.C. and that they photocopied the invoice and returned the original to him. He was advised that I did not have a copy of that invoice and that Service B.C. does not typically copy evidence for parties involved in a dispute.

The male Landlord with the initials "R.D." stated that a copy of the invoice was served to the Landlord with the Application for Dispute Resolution. The parties consented to the content of the invoice and we were able to proceed without me viewing the physical document. The parties agree that the invoice is handwritten; that it is not written on letterhead; that it declares estimated moving costs will be \$300.00; and that it is signed

by the male Tenant. The male Tenant stated that he works for a moving company; that his boss wrote this invoice for him; that it is not on letterhead because his boss wrote it when they were in the moving truck; and that it is signed by him because a staff member at Service B.C. told him he should sign the invoice.

The female Landlord with the initials "R.D." stated that on May 27, 2013 documents the Landlord wishes to rely upon as evidence were left in the Tenant's mailbox. The Tenant stated that he is no longer residing at the rental unit and he did not locate those documents. The parties agreed that the hearing would proceed; that relevant documents would be read into evidence if necessary; and that the hearing would be adjourned if it became necessary for me to physically view those documents. This matter was concluded without the need for an adjournment.

Issue(s) to be Decided

Is the Tenant entitled to recover the cost of moving out of the rental unit?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on March 01, 2013 and that the Tenant was obligated to pay rent of \$750.00 by the first day of each month.

The Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause was served on the Tenant, which declared that the Tenant must vacate the rental unit by May 31, 2013. The parties agree that the reasons for ending the tenancy cited on the Notice to End Tenancy were that the Tenant or a person permitted on the property has seriously jeopardized the health or safety or lawful right of another occupant or the landlord and that the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk.

The male Landlord with the initials "R.D." stated that the Landlord ended this tenancy, in part, because the Tenant brought a large dog into the rental unit without permission and, in part, because there were on-going conflicts between the Tenant and the occupants in the other three rental units of the four-plex. He stated that all of the other occupants have expressed concerns about the behavior of these Tenants.

The male Tenant stated that they have moved most of their personal belongings and they will be able to return the keys to the Landlord by June 6, 2013. Both Tenants stated that they were given permission to have dogs in the rental unit and that they have been forced to move because the children living in the complex repeatedly entered their unit without consent, the children have thrown rocks at their window, and other dogs living in the complex have been aggressive towards their dogs.

Analysis

On the basis of the undisputed evidence, I find that the Tenant was served with a One

Month Notice to End Tenancy for Cause on May 01, 2013, which declared that they must vacate the rental unit by May 31, 2013. On the basis of the testimony of the male Tenant, I find that the Tenant did not dispute the Notice to End Tenancy and that they opted to move out of the rental unit because of conflicts with other occupants of the residential complex.

Section 47(5) of the *Residential Tenancy Act (Act)* stipulates that if a tenant does not dispute a Notice to End Tenancy for Cause within ten days of receiving it, it is conclusively presumed that the tenant has accepted that the tenancy ends on the effective date of the notice and that the tenant must vacate the rental unit by that date. I therefore find that this tenancy ended on the basis of the One Month Notice to End Tenancy that was served on May 01, 2013, pursuant to section 47(5) of the *Act* and that the Tenant was obligated to vacate the rental unit on the basis of that Notice. As the Tenant was obligated to vacate the rental unit, I find the Tenant is not entitled to compensation for moving costs.

On the basis of the undisputed evidence, I find that there was an on-going conflict between the Tenant and other occupants of the residential complex, which contributed to the Tenant's decision to vacate the rental unit. I find that the Tenant has submitted insufficient evidence to establish that they did not contribute to the conflict. In reaching this conclusion I was heavily influenced by the testimony of the male Landlord with the initials "R.D.", who stated that the occupants of the other three units in the four-plex have complained about these Tenants. I find that the Landlord acted reasonably when the Landlord attempted to restore harmony in the residential complex by serving the Tenant with a Notice to End Tenancy.

As the Tenant has failed to establish that they did not contribute to the conflict at the residential complex, I find that they are not entitled to compensation for any costs arising from their decision to vacate.

Conclusion

The Tenant's application for a monetary order is dismissed. 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: June 06, 2013

