



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This matter dealt with an application by the Tenant for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement, and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 11, 2013. The Tenant said Canada Post notified the Landlord but the Landlord did not accept the package. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absence.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for the damage or loss and if so how much?

Background and Evidence

This tenancy was to start on April 1, 2013 as a month to month tenancy, but the Landlord changed her mind on March 31, 2013 and told the Tenant the tenancy was cancelled. Rent was to be \$575.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$280.00 although the required security deposit was only \$275.00.

The Tenant said the Landlord cancelled the tenancy on March 31, 2013 after the Tenant had moved approximately ½ of his belongings into the rental unit. The Tenant continued to say that the Landlord would not return the rent he paid of \$580.00 and the security deposit he paid of \$280.00 even though the Landlord cancelled the tenancy without consulting the Tenant. The Tenant submitted receipts for both payments to the Landlord.

Further the Tenant said he had to take a day off work so that he could move his belongings out of the rental unit on Monday, April 1, 2013. The Tenant said his father helped him and his father B. S. testified that his son was an electrician and missed work on Monday April 1, 2013 because the Landlord cancelled the tenancy on March 31, 2013. The Tenant said he earns \$18.10 per hour and his normal work day is 10 hours. The Tenant said he is claiming \$181.00 in compensation for lost wages.

The Tenant also requested to recover the filing fee of \$50.00 from the Landlord.

Analysis

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss and the applicant must show how they mitigated or minimized the loss.

The Tenant has provided evidence and testimony that he paid the Landlord \$580.00 on March 31, 2013 for rent and \$280.00 on March 27, 2013 as a security deposit and that the Landlord canceled the tenancy before it started in violation of the Act and without a proper Notice to End Tenancy. The Tenant submitted a rent receipt and a security deposit receipt to support his claims as well as witness testimony. Consequently I find the Tenant has established grounds to be awarded compensation from the Landlord to recover the rent payment of \$580.00 and the security deposit of \$280.00. I award these amounts to the Tenant.

As well the Tenant provided witness testimony that he missed work on Monday, April 1, 2013 to remove his belongings from the rental unit because the Landlord cancelled the tenancy without proper Notice. As a result I find the Tenant has established grounds to be awarded compensation for lost wages in the amount of \$181.00.

As the Tenant has been successful in this matter, the Tenant is also entitled to recover from the Landlord the \$50.00 filing fee for this proceeding. The Tenant will receive a monetary order for the balance owing as following:

Recovered Rent	\$ 580.00
Recovered security deposit	\$ 280.00
Lost wages	\$ 181.00
Recover filing fee	\$ 50.00
Subtotal:	\$1,091.00
Balance Owing	\$ 1,091.00

Conclusion

A Monetary Order in the amount of \$1,091.00 has been issued to the Tenant. A copy of the Order must be served on the Landlord: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: July 03, 2013

Residential Tenancy Branch

