



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC OLC LRE LAT OPC MNDC FF

### Introduction

This hearing dealt with applications by the landlord and the tenant. The tenant applied to cancel a notice to end tenancy, as well as for several other orders related to the tenancy and monetary compensation. The landlord applied for an order of possession and monetary compensation. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, the tenant confirmed that she had vacated the rental unit. I therefore dismissed all portions of both applications that dealt with any matters other than the claims for monetary compensation.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on October 1, 2012. The tenancy agreement shows that monthly rent of \$1275 was payable in advance on the first day of each month, and water, electricity, and heat were included in the rent. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600. The parties agreed

that the tenant paid rent for August 2013 and moved out of the rental unit during the month of August 2013.

#### *Tenant's Application*

The tenant has claimed \$637, or half a month's rent. The tenant stated that she suffered severe harassment from her landlord and her family. The tenant stated that she and her daughter suffered resulting stress and anxiety that jeopardised their quality of living, and as a result they were forced to move out of the rental unit. The tenant submitted 90 pages of documentary evidence, containing copies of numerous emails and text messages between the landlord and the tenant dating from March 2013 to July 2013. In these documents, the landlord wanted to renegotiate the tenancy agreement to have the tenant pay more for the utilities, but the tenant did not agree.

The landlord's response to the tenant's claim was that initially there were conflicts between the landlord and the tenant over the extremely high costs of utilities, but this became a secondary issue after the landlord had dealt with the tenant's boyfriend, whom the landlord described as very aggressive and verbally abusive.

#### *Landlord's Application*

The landlord claimed monetary compensation of \$1275 as lost revenue for the month of September 2013. The landlord stated that the tenant gave notice on August 7, 2013 of her intention to vacate the rental unit by August 17, 2013, which was insufficient notice. The landlord did not provide any evidence that she attempted to mitigate her loss by immediately taking steps to attempt to re-rent the unit.

The tenant's response to the landlord's application was that the landlord's harassment forced the tenant to move out early.

#### Analysis

I find that the tenant is not entitled to compensation for loss of quiet enjoyment. It was open to the landlord to attempt to renegotiate the tenancy agreement, and it was open to the tenant to decline to enter into a new tenancy agreement. The tenancy agreement shows simply that rent is \$1275 and utilities are included, so the landlord could not increase the rent beyond the annual amount permitted under the Act, regardless of the landlord's concerns about increased utilities costs, unless the landlord made an application for an additional rent increase. It appears that the tenant did attempt to inform the landlord of these provisions under the Act, and the landlord was fairly aggressive about pressuring the tenant to sign a new tenancy agreement and pay more

for utilities, but it was open to the tenant to make an application at that time for an order that the landlord comply with the Act, regulation or tenancy agreement. Instead, the tenant and her boyfriend responded aggressively to the landlord. For this reason, I dismiss the tenant's monetary claim.

I find that the landlord is not entitled to monetary compensation for loss of revenue for September 2013. As soon as a landlord becomes aware that the tenant is vacating, the landlord must take reasonable steps to attempt to re-rent the unit. The landlord did not provide evidence of mitigation.

### *Filing Fees*

As neither application was successful, I find that neither party is entitled to recovery of the filing fee for the cost of their respective applications.

### Conclusion

The applications of the tenant and the landlord are dismissed.

The landlord must return the security deposit to the tenant. I grant the tenant an order under section 67 for the balance due of \$600. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 30, 2013

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Residential Tenancy Branch

