



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes:

**MNDC, FF**

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss under the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence; neither party did so. Each party was able to present affirmed oral testimony evidence and to make submissions during the hearing. I have considered all of the testimony provided.

Preliminary Matters

The tenant made a claim in the sum of \$4,000.00; an itemized list detailing this claim was not provided. The tenant said that she was claiming the cost of moving; \$400.00, plus the difference in rent she must now pay; \$3,600.00.

The tenant said that she did not realize evidence had to be submitted within certain time-frames.

Issue(s) to be Decided

Is the tenant entitled to compensation in the sum of \$4,000.00?

Is the tenant entitled to filing fee costs?

Background and Evidence

There was no dispute that the tenancy commenced in August 2009. Rent was \$1,100.00 per month, due on the 1<sup>st</sup> day of each month.

The parties agreed that the tenant was given a 2 month Notice to end tenancy for landlord's use, as the landlord planned on having a farm worker reside in the rental unit. The Notice was issued on August 26, 2013; the tenant vacated on October 31, 2013; the day prior to the Notice effective date.

The tenant was provided with compensation, in accordance with the Act.

The tenant said she spent \$400.00 on moving costs and that her current rent exceeds that she would have had to pay in the unit under dispute. The tenant said she was made to move a very busy time of the year and became upset when she realized the landlord had not done what they said they would. The unit has remained vacant.

Some discussion took place in relation to the use of the rental unit and the landlord's plans for the unit.

### Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

As I indicated during the hearing; in the absence of evidence served to the landlord and the Residential Tenancy Branch, setting out an itemized list of the claim, the tenant's claim was likely to fail. The tenant did not provide any details of the claim in advance of the hearing; during the hearing the tenant confirmed that the claim was in relation to moving and rent costs.

It is vital that a respondent be given a fair opportunity to respond to a claim and this occurs when the details of a claim are set out, as required by the legislation and Residential Tenancy Rules of Procedure.

In the absence of any evidence setting out the claim and verifying the sums claimed; I find that the application is dismissed. The tenant was in a position to supply all of the evidence at the time she made her application in January 13, 2014, but failed to do so. This was an inadvertent error on the part of the tenant, but resulted in an absence of verification of the claim and proper notice of the details of the claim to the respondent.

### Conclusion

The application 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: April 29, 2014

---

Residential Tenancy Branch