



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VADER ESTATE CORPORATION &  
MELODY WALKER  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, LRE, RR, FF, O

### Introduction

This matter dealt with an application by the Tenants for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement, to restrict the Landlord's right of entry, for a rent reduction, to recover the filing fee for this proceeding and for other considerations.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the "hearing package") by personal delivery on July 26, 2014. Based on the evidence of the Tenants, I find that the Landlords were served with the Tenants' hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call the Tenant said they had moved out of the rental unit on August 22, 2014 and they amended their application on July 24, 2014 to remove the request to dispute the 2 Month Notice to End Tenancy for Landlord's Use of the Property. As well since the tenancy has ended the Tenants request to restrict the Landlord right of entry and for a reduced rent while repairs are completed are no longer applicable because the tenancy has ended. The Tenant said their application is for \$2,500.00 for loss or damage under the Act, regulations or tenancy agreement.

The Landlord said that she has filed her own application and a response to the Tenants application on September 5, 2014. Unfortunately the Landlord's information was not provided to the Arbitrator for this hearing. It may have been filed late or it may have only been included for the Landlord's application. The Arbitrator said he would try to access the information prior to writing the decision, but the hearing would go ahead.

### Issues(s) to be Decided

1. Is there a loss of damage and if so how much?
2. Are the Tenants entitled to compensation for loss or damage and if so how

### Background and Evidence

This tenancy started on July 15, 2013 as a month to month tenancy. Rent was \$800.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$400.00 and a pet deposit of \$400.00 after the tenancy began. The Tenant said they decided to move out of the unit on August 22, 2014 as a result of a 2 Month Notice to End Tenancy for the Landlord's Use of the Property. The reason given on the Notice is the Landlord was converting the rental unit into housing for a caretaker.

The Tenant said she believes the Landlord's reason for evicting them was that the Tenant and the Landlord had a number of disagreements and the Tenant said she stood up to the Landlord and the Landlord did not like that so the Landlord evicted the Tenants. The Tenant spoke about a number of the disagreements with the Landlord including the swamp cooler, the air conditioning, a flood in the unit and the windows in the unit. The Tenant said that many of the repairs to the rental unit were done and paid for by the Tenants because the Landlord did not do the repairs.

The Tenant said they received their pet deposit of \$400.00 back and \$152.00 of their security deposit as they agreed to \$248.00 of deductions from the security deposit at the end of the tenancy. As well the Tenant said they did receive the last month rent free as indicated in the Act when a Tenant receives a 2 Month Notice to End Tenancy for the Landlord's Use of the Property.

The Tenant continued to say that their application is for \$2,500.00 as they believe they were unfairly treated by the Landlord. The Tenant said she is claiming \$500.00 for moving costs and \$2,000.00 compensation for stress and pain and suffering. The Tenant said she did not submit any written corroborative evidence to support her claims.

The Landlord said that she issued a valid Notice to End Tenancy and she has advertised for the position of caretaker so the eviction is valid and legal and she followed the rules under the Act and regulations. The Landlord responded to all the comments about repairs and disagreements that the Tenant and she had. The Landlord said she dealt with the Tenants in an understanding, empathetic and fair way. The Landlord said she has no malus towards the Tenants and she believes she acted in accordance with the Act and regulations.

The Landlord said she has advertised for a caretaker and she will use the rental unit for a caretaker when she has a good applicant.

### 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 with receipts and the applicant must show how they mitigated or minimized the loss.

The Tenant has not provide any corroborative evidence that the Landlord's 2 Month Notice for the Landlord's Use of the Property is not valid and genuine and the Tenant has not proven a loss or damage or verified any loss or damage was caused by the Landlord. In addition the Tenants agreed to end the tenancy and agreed on the return amounts of the security and pet deposits as well as receiving compensation under the 2 Month Notice to End Tenancy. Consequently I find the Tenant has not established grounds to prove any loss or damage and I dismiss the Tenants application without leave to reapply

### Conclusion

The Tenants' application is dismissed 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: September 23, 2014

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Residential Tenancy Branch

