



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, OLC

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for a monetary Order for a monetary Order for money owed or compensation for damage or loss and for an Order requiring the Landlord to comply with the tenancy agreement or the *Residential Tenancy Act (Act)*.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Tenant stated that the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail, although he cannot recall the date of service. The Landlord stated that he received these documents "a few months ago".

On September 22, 2014 the Tenant submitted documents to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant stated that these documents were served to the Landlord by registered mail on September 22, 2014. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On September 29, 2014 the Landlord submitted two documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that one of these documents was given to the Tenant when it was signed on May 27, 2014 and the other was given to the Tenant when it was signed on June 02, 2014. The Tenant stated that neither he, nor the Tenant #2, is currently in possession of these documents. The Landlord stated that he did not serve these documents to the Tenant as evidence for these proceedings. As the documents were not served to the Tenant as evidence for these proceedings and neither Tenant is in possession of the documents, they were not accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Tenant entitled to compensation for moving from the rental unit and is there a need to issue an Order requiring the Landlord to comply with the the tenancy agreement or the *Residential Tenancy Act (Act)*?

Background and Evidence

The Landlord and the Tenant agree that in May of 2014 all three parties agreed that Tenant #1 and Tenant #2 would move into the rental unit on June 01, 2014. The Landlord stated that the Tenant agreed to pay monthly rent of \$850.00 by the first day of each month and the Tenant stated that he and Tenant #2 agreed to pay monthly rent of \$800.00 by the first day of each month.

The Landlord and the Tenant agree that the Tenant began moving property into the rental unit during the latter part of May of 2014. The parties agree that Tenant #2 paid the Landlord \$640.00 on June 01, 2014 and that this money was refunded to him on June 02, 2014. The parties agree that no other money was exchanged.

The Tenant stated that on June 01, 2014 the Landlord told Tenant #2 that he did not like their furniture and that they should move out of the rental unit. He stated that they moved out of the rental unit at the Landlord's request, in part, because they believed they had to and, in part, because they did not want to stay in a place where they were not welcome.

The Landlord stated that on June 01, 2014 he told Tenant #2 that he wanted the Tenants to move because he believed the Tenants had been dishonest about being related to each other and because Tenant #2 had told him he only intended to live in the rental unit for one week.

The Landlord and the Tenant agree that the Tenant moved out of the rental unit on June 01, 2014. The parties agree that neither party gave written notice of their intent to vacate the rental unit.

The Tenant stated that they moved to a motel until they could find alternate accommodations. The Tenant is seeking a variety of costs related to this move.

Analysis

On the basis of the undisputed evidence, I find the Landlord and the Tenant entered into an oral tenancy agreement which began on June 01, 2014. I therefore find that they were both obligated to comply with the *Act* in regards to this tenancy.

Section 44(1)(a) of the *Act* stipulates that a tenancy ends if the tenant or landlord gives notice to end the tenancy in accordance with section 45, 46, 47, 48, 49, 49.1, and 50 of the *Act*. The evidence shows that neither party gave proper notice to end this tenancy in accordance with these sections and I therefore find that the tenancy did not end pursuant to section 44(1)(a) of the *Act*.

Section 44(1)(b) of the *Act* stipulates that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy. As there is no evidence that this was a fixed term tenancy, I find that the tenancy did not end pursuant to section 44(1)(b) of the *Act*.

Section 44(1)(c) of the *Act* stipulates that a tenancy ends if the landlord and the tenant agree in writing to end the tenancy. As there is no evidence that the parties agreed in writing to end the tenancy, I find that the tenancy did not end pursuant to section 44(1)(c) of the *Act*.

Section 44(1)(d) of the *Act* stipulates that a tenancy ends if the tenant vacates or abandons the rental unit. I find that this tenancy ended when the Tenant vacated the rental unit on June 01, 2014.

Section 44(1)(e) of the *Act* stipulates that a tenancy ends if the tenancy agreement is frustrated. As there is no evidence that this tenancy agreement was frustrated, I find that the tenancy did not end pursuant to section 44(1)(e) of the *Act*.

Section 44(1)(f) of the *Act* stipulates that a tenancy ends if the director orders that it has ended. As there is no evidence that the director ordered an end to this tenancy, I find that the tenancy did not end pursuant to section 44(1)(f) of the *Act*.

Section 67 of the *Act* authorizes me to order a landlord to pay compensation to a tenant only when the tenant suffers a loss as a result of the landlord breaching the *Act* or the tenancy agreement. I find that the Tenant has failed to establish that the Landlord breached the *Act* when he asked the Tenant to move out of the rental unit. This was merely a request which the Landlord had no power to enforce. The Tenant could simply have declined the request and continued to live in the rental unit, in which case no expenses would have been incurred.

As the Tenant has failed to establish that the Landlord breached the *Act* or the tenancy agreement, I dismiss the Tenant's application for compensation.

As the tenancy has ended, I can find no reason to issue a specific order requiring the Landlord to comply with the *Act* or the tenancy agreement, however the Landlord is reminded that he has an obligation to comply with the *Act* if he wishes to end a tenancy.

Conclusion

The Tenant's application is dismissed in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: October 08, 2014

Residential Tenancy Branch

