



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Orchard Valley Seniors Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, O

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$530.30.

Some documentary evidence and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant claims that on December 30, 2014 she gave her one month Notice to End Tenancy on January 31, 2015 and fully intended to stay in the rental unit until the end of January 2015.

The tenant paid her full rent for the month of January 2015.

The applicant also testified that she had previously emptied the rental unit due to a mental health issue that caused her to get rid of all her belongings but that she had intended to sleep on the floor of the rental unit until the end of January 2015..

The applicant alleges that on January 5, 2015 the landlords coerced or into signing an agreement to vacate the rental unit on that date, and she did so under duress.

The applicant further states that she did not want to move out of the rental unit but the landlord's pressured her because they wanted the unit vacant so they could renovated before the new tenants moved in February 2015.

The applicant further states that she later requested the return of her keys and the landlords refused to return them.

The applicant further states that the landlords even pressured her into removing her belongings from storage, and as a result she had extra storage costs.

The landlord testified that it was the tenant's choice to move out of the rental unit on January 5, 2015 and that it was done without any coercion from the landlords. The tenant came to them and stated that she was done with the rental unit, returned her keys, and requested the return of her security deposit.

The landlord further stated that the tenant was informed that her security deposit would be returned when she had removed all her belongings, including the items in the storage area.

The landlord states that the tenant subsequently removed all her belongings from the storage area and her full security deposit was returned.

Landlord does not believe that any rent should be returned to the tenant because unit was not re-rented in the month of January 2015 and it was the tenant's choice to move out before the end of the month, not theirs.

Analysis

It is my finding that the applicant is not met the burden of proving that the landlords coerce her to move out of the rental unit on January 5, 2015.

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. In this case it is just the applicant's word against that of the respondent and therefore that burden of proof has not been met.

I therefore will not allow the applicants request for an order for the return of any rent paid for the month of January 2015, or for the cost of any storage required as a result of her moving her belongings out of the dispute property.

Conclusion

This application is dismissed in full 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: July 28, 2015

Residential Tenancy Branch

