



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application for monetary compensation.

The tenant submitted evidence that she attempted to serve the landlords with the application for dispute resolution and notice of hearing by express post (signature required) sent on February 11, 2015. The Canada Post website shows that notices to pick up were left for both landlords, and ultimately service was refused. I found that the landlords were deemed served with notice of the hearing on February 16, 2015, and I proceeded with the hearing in the absence of the landlords.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 24, 2013, with monthly rent of \$1,200.00. On January 12, 2015 the landlord and the tenant signed a mutual agreement to end the tenancy as of February 1, 2015. The tenant stated that she vacated the rental unit on January 31, 2015.

The tenant has claimed total compensation of \$13,620.00.

The tenant submitted that despite her numerous requests beginning November 1, 2013, the landlord did not properly repair the toilet, mould and water damage until September 4, 2014, and did not ever complete requested fridge repairs. The tenant stated that the landlord entered the rental unit without permission, failed to show up for appointments, abused and harassed the tenant and caused the tenant stress, time off work and loss of peace and enjoyment.

The tenant also provided evidence that she accidentally provided the landlord with two rent cheques for January 2015, both of which the landlord cashed. The tenant submitted that when she brought it to the landlord's attention, the landlord replied that she was entitled to rent for February 2015 because the tenant gave late notice to vacate.

Analysis

I find that the tenant is entitled to reimbursement of \$1,200.00 for the extra rent cheque that the landlord cashed in January 2015. The landlord and the tenant signed a mutual agreement to end the tenancy on February 1, 2015, so the tenant was not required to give one month's notice to vacate, and the landlord was not entitled to rent or lost revenue for February 2015.

I find that the tenant is not entitled to the remainder of her claim. A party who applies for monetary compensation must show that they took steps to mitigate their loss. The tenant could have mitigated her loss of quiet enjoyment or use of facilities by applying for dispute resolution for orders for repairs and other orders, but instead the tenant chose to end the tenancy and move out. I therefore dismiss the remainder of the tenant's claim.

As her application was only partially successful, I grant the tenant partial recovery of her filing fee, in the amount of \$50.00.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1,250.00. 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: August 28, 2015

Residential Tenancy Branch

