



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JKL Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OPC, LRE, FF, MNDC

Introduction

This hearing dealt with an application by the landlord seeking an order of possession and the recovery of the filing fee. The tenant also filed an application seeking to have the One Month Notice to End Tenancy for Cause set aside, a monetary order, an order to limit the landlords' access to enter the unit, and the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or tenancy agreement?

Preliminary Issue

Both parties confirmed that the tenancy ended on November 30, 2015. Based on the above, I dismiss the landlords' application in its entirety as they no longer require the services of dispute resolution. I also dismiss the tenants' application to have the notice set aside and the request to limit the landlords' access to the rental unit. Both parties also confirmed that the only matter to be addressed in this hearing was the tenants' application for a monetary order. The hearing proceeded and completed on that basis.

Background and Evidence

The tenants gave the following testimony:

The tenancy began on or about October 1, 2015 and ended on November 30, 2015.

Rent in the amount of \$1650.00 is payable in advance on the first day of each month.

At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$825.00 which the landlord has already returned. The tenant stated that since the landlord issued a notice to end tenancy for cause so soon after they moved in, they should be entitled to some costs that they incurred to move. The tenants are seeking loss of wages for the time they took off from work to move when they first took possession, the cost of a parking pass, the cost of a "U-Haul" trailer and the costs for cable hookup. The tenants had originally sought \$2836.00 but much of their claim was estimates and not actual costs incurred. The tenants amended the amount sought as follows.

The tenants are applying for the following:

1.	Loss of Wages Oct 1-2, 2015	\$406.00
2.	Parking Pass Oct 1, 2015	\$49.91
3.	Activate Shaw Cable/Internet	\$29.95
4.	U-haul/ Oct 3, 2015 move from Langley/Surrey	\$182.63
5.		
6.	Filing fee	\$50.00
	Total	\$718.49

The landlord gave the following testimony. The landlord stated that she "strongly disagrees" with the tenants' entire claim. The landlord stated that the tenants left the unit damaged to which she will be making an application seeking a monetary order. The landlord stated that the tenants have failed to show how these costs were relevant as they were move in costs and that the tenants moved out due to a notice to end tenancy.

for cause. The landlord stated that the tenants should not be entitled to any of the costs as they were evicted.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the tenants to prove on the balance of probabilities that the landlord caused them to incur costs.

The tenant provided documentary evidence of costs they incurred at move in to show “what it costs to move”. The tenants did not provide sufficient relevant documentary evidence of the actual costs incurred at move out to support their claim. In addition, the tenants chose not to dispute the notice and moved out on their own volition. The tenants have not provided sufficient evidence that the landlords’ actions caused them to incur costs. Based on the above the tenants have not met the requirements of Section 67 of the *Act* and I therefore dismiss their application in its entirety.

The landlord was insistent that I contact the tenants that lived below the subject tenants but as the tenancy had ended and the landlords’ application had been satisfied, I declined to contact them as I felt it was moot to do so.

Conclusion

The tenants’ application is dismissed in its entirety.

The landlords' 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 *Residential Tenancy Act*.

Dated: January 04, 2016

Residential Tenancy Branch

