



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. At the outset of the Hearing the Tenant confirmed that the Tenants have moved out of the unit. As a result, I dismiss the claim for an order cancelling a notice to end tenancy.

### Issue(s) to be Decided

Has the Landlord breached the tenancy agreement or Act?

Has the Tenant suffered any loss?

### Background and Evidence

It is noted at the outset that the Tenant did not provide any calculations for the monetary amount claimed in the application, the particulars of which are noted solely as “no rental agreement” and “for stress, etc.” The only documentary evidence provided by the Tenant was the first page of the notice to end tenancy. The Landlord provided no documentary evidence and made no written submissions.

The following sets out the Parties oral evidence:

Following the purchase of the unit from the Tenant, the Parties agreed that the Tenant would rent the unit until July 2016. The Tenant provided the first month's rent for February 2016 in the amount of \$3,500.00 and a security deposit of \$1,750.00 to the Landlord as a deduction from the purchase price. The Tenant was to provide a copy of the keys to the unit on possession date however this did not occur. Following an unknown number of email requests from the Landlord for the Tenant to provide the keys the Landlord served the Tenant with a one month notice to end tenancy with an effective date of March 30, 2016.

The Landlord states that after the Tenant made its application the Tenant agreed by email to end the tenancy for March 30, 2016 and that no rent for this month would be payable.

The Tenant states that the key was not provided because the Landlord did not attend on the agreed upon date. The Tenant denies agreeing with the Landlord to move out of the unit by March 30, 2016 and states that they were forced to move as they felt they had no choice. The Tenant agrees that no rent was paid for March 2016. The Tenant states that they initially intended to dispute the Notice but after further thought and family discussion they agreed to find peace by moving out of the unit for the end of March 2016.

The Tenant states that the Landlord's actions in ending the tenancy created significant stress for the Tenants and their children and that the children's school marks went down as a result. The Tenant states that the Landlord sent repeated emails and also let people into the premises to try to change the locks on the unit causing headaches and disturbance of the Tenant's right to quiet enjoyment of the unit. The Tenant states that the Landlord never gave proper notice to enter the unit. The Tenant states that for these reasons the Tenants were forced to seek alternate arrangements and, in addition to the stress and loss of quiet enjoyment, incurred costs to move, and incurred losses

by having to downsize and sell furniture. The Tenant seeks compensation of \$24,800.00.

The Landlord states that the Landlord was within its rights to seek the keys to the unit and to end the tenancy by serving the notice to end tenancy. The Landlord denies going to the unit repeatedly and states that there was never any pressure for the Tenants to move out but only to provide keys to the unit. The Landlord states that they wanted access to inspect the unit. The Landlord states that notice of entry was sent to the Tenant by email and finally an agent was sent to the unit with a locksmith. The Landlord argues that the Tenant's evidence is unsupported by any documentation, does not prove any egregious behavior on the part of the Landlord, is exaggerated, and contains no basis to be compensated for stress.

### Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. I do not accept that the Tenant was forced to move out of the unit by any wrong act of the Landlord. The Landlord had the right to serve the Notice. The Tenant was able to dispute the Notice. The Tenant was also at liberty to make a claim in relation to the Landlord's behavior. I note that the Tenant accepted compensation for moving out on March 30, 2016 by virtue of not having to pay the rent for March 2016. For these reasons I find that the Tenant has not substantiated that the Landlord breached the tenancy agreement by seeking to end the tenancy with either the notice to end tenancy or by mutual agreement. While the Landlord may have acted contrary to the Act by sending a locksmith, I consider that the Tenant may have also acted contrary to the Act by not providing the Landlord with a copy of the unit keys. In any event as the Tenant's evidence of loss or damage is vague, without sufficient particulars and unsupported I find that the Tenant has not substantiated the loss claimed and I dismiss the application in its entirety.

Conclusion

The application is dismissed.

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: April 15, 2016

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Residential Tenancy Branch