



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

In the matter regarding H & M REMPEL & LISA LUCHENE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement.

The Tenant said she served the Landlords with the Application and Notice of Hearing (the "hearing package") by registered mail on September 25, 2015. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is there a loss or damage to the Tenant?
2. Is the Tenant entitled to compensation and if so how much?

Background and Evidence

This tenancy was to start on September 1, 2015 as a month to month tenancy. Rent was \$600.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$300.00 on September 1, 2015.

The Tenant said she made arrangements to rent the unit before moving to the city. The Tenant continued to say that when she arrived at the rental unit on September 6, 2015 the unit was not clean and there was some people who the Tenant thought were neighbors talking about booms and blowing up things. The Tenant said she was nervous decided not to move in and she left the rental unit and moved to a motel.

As a result of this experience the Tenant has made an application to recover her September, 2015 rent of \$600.00 and the motel costs of \$90.85.

The Landlord said the rental complex is downtown so it does have the influences of any downtown rental complex, but the rental complex is safe. The Landlord said many seniors live

in the complex and there is a school and day care close. The Landlord continued to say that when they knew the Tenant was not moving in they returned her security deposit of \$300.00 and if they had been successful in renting the unit to another occupant they would have returned part of the Tenant's September, 2015 rent. The Landlord said the unit was rented out November 1, 2015. The Landlord said the Tenant signed the tenancy agreement and the Tenant changed her mind about renting the unit so the Landlord is not responsible to return any of the September, 2015 rent or cover the costs of alternative housing.

The Tenant said she understood this but the situation does not seem fair to pay for a rental unit that you do not move into.

Analysis

Start of rights and obligations under tenancy agreement

- 16 The rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit.

Section 26 of the Act says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find the Tenant has not established grounds for the monetary claim for \$690.85 for the return of the September, 2015 rent and the cost of alternative housing. The Tenant signed the tenancy agreement and took possession of the rental unit therefore the Tenant is responsible for the rent for September, 2015 in the amount of \$600.00. Further as the Tenant had use of the rental unit I find the Landlord is not responsible for the costs of any alternative housing.

Conclusion

I find that the Tenant's has not established grounds to prove the Tenant's claims; therefore the Tenant's application is dismissed 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*.