



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RPP, OPT, ATT, RR, O

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement, for the return of the Tenant's personal property, for an Order of Possession for the rental unit, to allow the Tenant access to the rental unit, for a rent reduction and for other considerations.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery with the Police on July 25, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the absences of the Landlord.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation and if so how much?
2. Is the Tenant entitled to her personal property and how may it be returned to her?
3. Is the Tenant entitled to an Order of Possession of the rental unit?
4. Is the Tenant entitled to access to the rental unit?
5. Is the Tenant entitled to a rent reduction?
6. What other considerations are there?

Background and Evidence

This tenancy started in November, 2013 as a month to month tenancy. Rent was \$550.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$275.00 at the start of the tenancy. No move in condition inspection was completed. A signed mutual agreement to end the tenancy was submitted by the Landlord as well as a photograph of the Tenant signing the mutual agreement to end the tenancy. The Tenant said she did sign the mutual agreement to end the tenancy on June 13, 2016 with the tenancy ending June 30, 2016. The Tenant moved out of the rental unit on July 15, 2016.

The Tenant said that the Landlord forced her out of the rental unit on July 15, 2016 and the Landlord removed all of the Tenant's belongings from the rental unit. The Tenant said the Landlord did not have an Order of Possession. As a result the Tenant said she

is claiming \$2,000.00 in losses and damages because she was removed from the rental unit by the Landlord.

The Tenant said she did not submit any evidence to support her claims.

Analysis

Section 44 of the Act says: (1) A tenancy ends only if one or more of the following applies:

(a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

- (i) section 45 *[tenant's notice]*;
- (ii) section 46 *[landlord's notice: non-payment of rent]*;
- (iii) section 47 *[landlord's notice: cause]*;
- (iv) section 48 *[landlord's notice: end of employment]*;
- (v) section 49 *[landlord's notice: landlord's use of property]*;
- (vi) section 49.1 *[landlord's notice: tenant ceases to qualify]*;
- (vii) section 50 *[tenant may end tenancy early]*;

(b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;

(c) the landlord and tenant agree in writing to end the tenancy;

I find that the Tenant and the Landlord both agreed to and signed a mutual agreement to end tenancy dated June 13, 2016 ending the tenancy on June 30, 2016. Consequently as the Tenant agreed to end the tenancy on June 30, 2016 the Tenant's claims for an Order of Possession and for access to the rental unit are dismissed without leave to reapply.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

Therefore as the tenancy has ended by mutual agreement and the Tenant did not provide any evidence to support her claims for monetary compensation, for the return of personal property and for a rent reduction. I find the Tenant has not established grounds to be successful in these claims. I dismiss the Tenants monetary claim of \$2,000.00 due to lack of evidence.

Conclusion

The Tenant's application is dismissed without leave to reapply due to lack of evidence.

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 15, 2016

Residential Tenancy Branch