



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenant stated that he served the landlord with the notice of hearing package and the submitted documentary evidence in person on August 2, 2016 and again with the amended application for dispute on August 10, 2016. The landlord confirmed receipt of both packages as claimed by the tenant. The landlord confirmed that no documentary evidence was submitted for the hearing.

I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

At the outset the tenant confirmed in his direct testimony that he is still occupying the rental unit. The landlord has confirmed this.

It was also clarified with both parties that the landlord had given to the tenant a letter titled, "Notice of Eviction" and that this was an invalid notice to end the tenancy. Both parties were cautioned that the landlord must serve the tenant with a Notice to End Tenancy under the proper form as per section 52 of the Act.

During the hearing clarified that he was only seeking a monetary order and recovery of the filing fee. The tenant could not provide any details on his request for an order for the landlord to comply with the Act, regulation or tenancy agreement. As such, the hearing proceeded dealing only with the tenant's monetary claim.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulations or tenancy agreement?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties agreed that this tenancy began on February 19, 2016 as per a "Home Stay Agreement" signed by the tenant on January 4, 2016. The monthly rent was \$900.00 and a \$450.00 security deposit was paid.

The tenant seeks a monetary claim of \$1,426.03 which consists of:

\$100.00	Recovery of Filing Fee
\$450.00	Return of Security Deposit
\$450.00	Compensation (Sec. 38) for not returning Security Deposit
\$144.43	Tenant's Translation Services, re: letter
\$200.00	Moving Costs
\$55.60	Mail Forwarding Fees
\$0.00	Wrongful Eviction
\$5.00	Waiver of a Damaged Cup
\$20.50	Printing Costs
\$1.40	Envelope Cost
\$12.10	Copying Digital Evidence
\$8.96	Copying Digital Evidence

The tenant stated that he was given a letter "Notice of Eviction" which he does not agree with. The tenant stated that he still occupies the rental room in dispute.

Both parties agreed that the landlord, S.Q.G. is the manager of a HomeStay House run by her employer who lives in China.

The tenant provided undisputed affirmed testimony that he has not suffered any losses as claimed as he is still residing at the rental room. The tenant clarified that he performed the translation services for the translation of a letter from Chinese to English.

Analysis

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the

Landlord's claim for recovery of litigation costs (translations services, printing costs, envelope and copying of digital evidence) are dismissed.

Section 38 of the Act requires the landlord to either return all of a tenant's security deposit or file for dispute resolution for authorization to retain a security deposit within 15 days of the end of a tenancy or receipt of the tenant's forwarding address in writing. In this case, the tenancy has not yet ended and the tenant has provided undisputed affirmed testimony that he still occupies the rental room. As such, the tenant's claim for return of the security deposit is dismissed with leave to reapply as he is premature in his application. The tenant was cautioned that the return of the security deposit can only be returned after the tenancy has ended. As well, the tenant is not entitled to compensation under section 38 (6) of the Act.

The tenant's claims for moving costs, mail forwarding services fees, compensation for wrongful eviction and waiver of a damaged cup are dismissed as the tenant still occupies the rental unit and has not suffered any losses for these items claimed. The tenant clarified that he has not been charged nor has he paid any costs in his claim except the filing fee.

Conclusion

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*.

Dated: September 20, 2016

Residential Tenancy Branch