



# 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 for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant; the landlord and an agent for the landlord.

As part of her original claim the tenant sought \$4,500.00 for wages as she was employed by the landlord. She also sought \$2,000.00 for stress and anxiety as well as \$3,000.00 for ending the tenancy with limited notice. At the outset of the hearing I clarified that the *Residential Tenancy Act (Act)* does not allow for me to adjudicate any employment related claims. As a result, I declined to accept jurisdiction on the tenant's claim for lost wages.

I advised both parties I would therefore only be considering the tenant's claim for compensation based on 3 months' rent for \$3,000.00 for the landlord ending the tenancy without adequate notice and the tenant's claim for compensation in the amount of \$2,000.00 for stress and anxiety.

However, later in the hearing the tenant clarified that she had decided to seek the \$3,000.00 from the landlord because of the landlord's promise of employment for 6 months which she states he ended after only 3 months of employment. She stated that the payment of rent was part of what she was entitled to receive for the duration of the 6 months.

As a result, I find the tenant's claim is for compensation of \$3,000.00 as remuneration for employment. As noted above, the *Act* does not allow me to adjudicate claims related to compensation for employment. As a result, I decline to accept jurisdiction on the tenant's claim for compensation of rent related to her employment contract.

Therefore, I have considered only the tenant's claim for \$2,000.00 for stress and anxiety in this Application for Dispute Resolution.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for stress and anxiety; and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 44, 67, and 72 of the *Act*.

Background and Evidence

The parties agreed that the tenant began working for the landlord and as a part of the employment a tenancy was created. The parties agreed the amount of rent charged for the tenancy was \$1,000.00 per month. The landlord explained the rent was added to the tenant's pay and then deducted each month on the start of the month following the rent covered.

The tenant submitted that on January 21, 2016 the landlord fired her for no reason at all and advised her that she had to move out of the rental unit as soon as possible. The tenant submitted that landlord then harassed her, particularly by text message, trying to get her to move out right away.

She testified that the landlord then got very angry with her on January 28, 2016 when she refused to turn off an alarm he demanded she move out immediately. She stated she moved out of the rental unit on January 30, 2016.

The tenant stated her son and daughter both witnessed the landlord firing her and telling her she had to move out of the rental unit. The tenant did not have them attend the hearing to provide any testimony and she did not submit any written statements from them.

In support of her position the tenant has submitted several notes that were sent from her to herself stating that these were copies of text messages between the landlord and the tenant, primarily from the landlord to her, where she asserts the landlord is harassing her to get out of the rental unit. No dates or confirmation of who the text messages were between was provided as evidence from the tenant.

The landlord submits that on January 21, 2016 he met with the tenant and stated that he felt the employment situation was not working out for either of them and that they should think about changes. The landlord submitted that the tenant got upset and stated she would leave and be gone in 2 weeks. The landlord testified that he told her that there was no rush he didn't have anyone lined up to take over the position or move into the rental unit.

The landlord acknowledges he sent a couple of text messages to the tenant after that because she never did get back to him about when she planned to move out of the rental unit.

The landlord also acknowledges that he contacted the tenant on January 28, 2016 because an alarm kept running and he was at a meeting. He states he asked the tenant to turn off the alarm but she refused and so he went to the property to turn it off. He stated was not upset.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

When one party to a dispute provides testimony regarding circumstances related to a tenancy and the other party provides an equally plausible account of those circumstances, the party making the claim has the burden of providing additional evidence to support their position.

While the tenant submitted that the landlord had fired her; the landlord testified the tenant quit her employment. Neither party provided any documentary evidence to confirm why the employment was terminated – such as a Record of Employment. Regardless, as noted above, I have no jurisdiction to determine whether employment was terminated for just cause.

My role in this hearing is to determine whether or not, once employment had ended, the landlord followed the *Act* to end the tenancy and if not is the tenant entitled to compensation for the landlord's failure to do so. Based on the testimony of both parties I am satisfied that the employment contract between the parties ended.

In the case before, the tenant submits that the landlord forced her to move out of the rental unit without notice. However, the landlord states that he did not require the tenant to move out in any specific time frame but that he did expect her to move out because her employment had ended.

I find that since the parties have both provided equally plausible accounts of how the tenancy ended the burden rests with the tenant to provide additional evidence to substantiate her claim.

That is to say, the tenant submitted that she had witnesses to her firing but has provided no evidence to support her position that she was fired such as witness statements or a record of employment that would confirm if the landlord or the tenant ended the employment.

Likewise, despite the provision of several emails and text messages, I find the tenant has provided no evidence that the landlord ever ordered her to vacate the rental unit or that he provided her a specific date for her to vacate the property.

As a result, I find the tenant has failed to provide sufficient evidence to establish that the landlord forced her leave the rental unit at any time. Therefore, I find the tenant has failed to establish the landlord has violated the *Act*, regulation or tenancy agreement in regard to ending this tenancy.

In addition, I find the text messages credited to the landlord that ask when the tenant is vacating are not unreasonable requests from the landlord and are not excessive. I also find these texts are consistent, on a balance of probabilities, with the landlord's version of events.

While I accept that the tenant and her daughter were subjected to significant stress and anxiety as a result of the end of the tenant's employment and tenancy I find the tenant has failed to provide any evidence to establish the landlord should be held responsible for any compensation related to the tenancy.

### Conclusion

Based on the above I dismiss the tenant's Application for Dispute Resolution in its entirety 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: October 27, 2016

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Residential Tenancy Branch