



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC O

Introduction

This hearing dealt with the tenants' application for monetary compensation for damage or loss under the Act. The tenants, the landlord and counsel for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue – Amend Named Respondents

In the hearing the parties agreed that the tenants had incorrectly identified the property manager as respondent. I therefore amended the application and style of cause by removing the name of the property manager and adding the names of both landlords.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation for damage or loss?

Background and Evidence

The tenancy began on February 1, 2014 as a fixed term tenancy to end on June 30, 2016. On that date, the tenancy would end and the tenants would be required to vacate the rental unit. The monthly rent, due on or before the first day of each month, was \$2,700.00.

Tenants' Claim

The tenants have claimed compensation of \$7,779.11, comprised of reimbursement of 2.5 months of rent at \$6,925.00 and \$854.11 for moving costs. The tenants submitted that the landlord caused these losses for the tenants by failing to properly communicate whether or not they were planning to move back into the rental unit.

The tenants stated that in July 2015 the landlord visited the rental property and told the tenants that they were intending to move back into the unit at the end of the fixed term. The tenants stated that in September 2015 they asked the landlord if they might be able to end their lease a month or two early, and the landlord stated that it could be considered in 2016. The tenants submitted that in January 2016 they asked the landlord if they could be let out of the lease at the end of February but the landlord replied that they might be flexible in ending the lease at the end of May 2016, but not earlier.

The tenants submitted that on March 15, 2016 they found a new rental home with a start date of April 15, 2016. The tenants stated that the landlord then refused to allow the tenants to leave the lease before the end of the term. The tenants stated that they then had no choice but to pay rent for their new unit as well as for the landlord's unit for two and a half months.

The tenants stated that in May 2016 the landlord informed the tenants that they would not be returning to occupy the rental property, and if the tenants wished to stay they could enter into a new tenancy agreement with rent raised from \$2,700.00 to \$3,700.00. The tenants stated that they believed that the landlord never had any intention of returning to live in the rental unit.

Landlord's Response

The landlord submitted that there was no basis for the tenants' claim, as the landlord did not breach the tenancy agreement or the Act or regulation. The landlord stated that they never planned to come back to the rental unit, but they were considering renovations. The landlord stated that there was no agreement reached regarding allowing the tenancy to end early, and the parties did not enter into a new lease.

The landlord submitted that the tenants chose to begin renting their new unit before the end of their lease, and the landlord was not responsible for finding the tenants a new home.

Analysis

The tenants are not entitled to compensation.

The tenants and the landlord entered into a fixed-term lease that was to end on June 30, 2016, with the tenants vacating the unit at that time. There was no requirement for the landlord to allow the tenants to continue to rent the unit on the same terms after that date. The landlord did not serve the tenants with a notice to end tenancy for landlord's use, and therefore the tenants' belief about what the landlord intended to do with the rental property after the fixed term is irrelevant.

It was the tenants' choice to find a new unit early, to pay rent at both locations and to incur moving expenses.

Conclusion

The tenants' 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: February 3, 2017

Residential Tenancy Branch