



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNDC, MNSD, OLC, RR

### Introduction

On April 26, 2017, the Tenant submitted an Application for Dispute Resolution asking the at the Landlord comply with the Act, regulations or tenancy agreement; for a monetary order for money owed or compensation for damage or loss under the Act, the regulations, or a tenancy agreement; and to deduct the cost of services and facilities from the rent.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me. The Landlord confirmed they received the documentary evidence from the Tenant.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to compensation from the Landlord?

### Background and Evidence

The Tenant testified that her tenancy began in February 2013. The Landlord purchased the rental property in March 2017. The parties testified that rent in the amount of \$950.00 was to be paid on the first day of each month and that the Tenant paid the previous Landlord a \$475.00 security deposit. The Tenant moved out of the rental unit on May 21, 2017.

The Tenant testified that she is seeking to recover the rent she paid to the Landlord for half of March 2017, and all of April 2017, and May 2017. The Tenant is seeking \$2,226.78.

The Tenant testified that the Landlord did not communicate well with her and she does not feel that the Landlord treated her fairly. She testified that the Landlord would not agree with the terms and conditions of her tenancy that were established prior to the Landlords' purchasing the rental property. She testified that she suffered a loss of well-being.

The Tenant testified that the Landlord informed her that relatives want to move into the rental unit, but she never received a proper 2 Month Notice To End Tenancy For Landlord's Use Of Property.

The Tenant testified that she suffered a loss of her internet service for a 10 day period, and she suffered a loss of cable vision for 27 days. The Tenant testified that the loss of internet is worth \$22.53, and the loss of cable service is worth \$55.79.

The Tenant is also seeking the return of her security deposit. She testified that she provided the Landlord with her forwarding address in writing on May 6, 2017.

In response, the Landlord testified that they agree to compensate the Tenant for the loss of the internet and cable. The Landlord testified that they allowed the Tenant to pay less rent for May 2017, in compensation for the loss of services.

The Landlord testified that they are willing to immediately return the security deposit in full. The Tenant agreed to pick up the security deposit from the Landlord.

The Tenant responded that she already received compensation from the Landlord for the loss of the services.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant made application to recover the security deposit prior to providing the Landlord with her forwarding address. As such, I find the Landlord only received the Tenant's forwarding address as part of the Tenant's application. The Landlord agreed to immediately return the security deposit in full. As such, I find the doubling provisions of section 38 of the Act do not apply. The Landlord is ordered to return the security deposit of \$475.00 to the Tenant.

The Tenant's claim for compensation in the amount of \$2,226.78 is dismissed. The Tenant had full use of the rental property, and has not established that she suffered a loss of services or

well-being, in the amount of her claim. If the Tenant believed the Landlord was not complying with the terms and conditions of the tenancy agreement, the Tenant should have applied for dispute resolution asking that the landlord comply with the tenancy agreement. The Tenant's application includes that the Landlord comply, but the Tenant chose to give notice to end the tenancy prior to the hearing.

The Tenant never received a 2 Month Notice To End Tenancy For Landlord's Use Of Property, and therefore, the Tenant is not entitled to compensation under section 51 of the Act.

As the Tenant was not successful in her application, I decline an award to recover the application fee for dispute resolution from the Landlord.

### Conclusion

The Tenant provided insufficient evidence to support her claim to recover \$2,226.78 in rent.

Then Tenant received compensation from the Landlord for loss of internet and cable service.

The Landlord is ordered to return the Tenants security deposit of \$475.00.

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: June 16, 2017

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Residential Tenancy Branch