



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant requested monetary compensation from the Landlord in the amount of \$4,000.00 and to recover the filing fee.

The hearing was conducted by teleconference on June 6, 2017. Both parties called into the hearing and were given an opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, 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 Monetary Compensation from the Landlord?

Background Evidence

On the Tenant's application she simply wrote: "SEE ATTACHED PAGE" when asked to describe the issue and the basis of her monetary claim. At the outset of the hearing I asked the Tenant to clarify the basis of her claim to which she responded as follows.

The Tenant stated that she sought three month's rent as she spoke to a friend who told her that she was entitled to three months' compensation because the Landlord asked her to move out of the rental property in the winter. She further stated that she disputed the reasons the Landlord had for evicting her.

Introduced in evidence was a copy of a 1 Month Notice to End Tenancy for Cause (the "Notice"). The Notice was not dated; however, the effective date of the Notice was December 31, 2016. The Tenant failed to dispute the Notice and moved out of the rental unit on January 3, 2017.

The Tenant filed a monetary Orders Worksheet in which she wrote that she sought monetary compensation in the amount of \$4,000.00 for the following:

December 2016	\$1,300.00
January 2017	\$1,300.00
Free month's rent	\$1,300.00
Filing fee	\$100.00
TOTAL CLAIMED	\$4,000.00

The Tenant confirmed she resided in the rental unit in December of 2016 and also paid rent for that month. She confirmed she did not pay rent for January 2017.

I did not find it necessary to hear from the Landlord in response to the Tenant's claims.

Analysis

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Tenant has the burden of proof to prove her claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Based on the foregoing, I am unable to find any basis upon which the Tenant should be granted her request for compensation. The Tenant stated that she believed she was entitled to three month's free rent because the Landlord evicted her in the winter; there is no authority for such relief in the *Residential Tenancy Act*.

During the hearing the Tenant stated she disagreed with the reasons for issuing the Notice. The application before me dealt only with the Tenant's monetary claim and it is not appropriate for me to consider, at this time and without a proper application, the validity of, or reasons for issuing the Notice. The opportunity for the Tenant to apply to dispute the Notice was within ten days of service of the Notice, as set out in section 47 of the *Act*. The Tenant failed to dispute the Notice and moved from the rental unit thereby accepting the end of the tenancy.

As the Tenant has been unsuccessful, her request to recover the filing fee is dismissed.

Conclusion

The Tenant failed to establish a legal basis for her claim for monetary compensation. Her claim 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: June 06, 2017

Residential Tenancy Branch