



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MNDC, FF

### Introduction

The tenant applies for a monetary award claiming damages resulting from the ending of his tenancy.

All parties attended the hearing, the realty company by its representatives Mr. T.L., and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord has breached an obligation and that the tenant has suffered damages as a result? If so, what is the appropriate measure of damages?

### Background and Evidence

The rental unit is a two bedroom suite, one of three contained in a residential home.

The tenancy started March 1, 2015 with the applicant tenant and his partner as tenants. It was for a one year fixed term at a monthly rent of \$1450.00.

Near the end of April 2015 the landlord served the tenants with a one month Notice to End Tenancy. The basis for the Notice was that the rental unit had to be vacated in order to comply with a government order.

As it turned out, the tenants' rental unit was an "illegal dwelling." The law, as set by the local government, prohibited secondary suites in the home unless occupied by the owner. The local government had issued a letter to the landlord demanding compliance.

The tenants did not dispute that Notice. They found another rental accommodation and, on May 2, 2015, signed a Mutual Agreement to End a Tenancy in the government format, ending the tenancy on that day.

It is agreed by the parties that at the same time the landlord returned half of the deposit of \$725.00 to each of the two tenants and gave the applicant tenant an additional \$525.00 and gave his partner an equivalent or perhaps lesser amount as compensation.

The tenants moved to an apartment. They stayed there for three months, however the applicant tenant's partner moved to France after three months and they broke up.

The applicant tenant then moved out of the new rental unit, putting most of his belongings in storage, and lived in a motorhome for four months. It appears that he moved to another accommodation, his present place, in February 2016.

The tenant testifies that he and his partner were very happy in the suite at the dispute address but not very happy with their new accommodation after May 2, 2015. He considers that the forced move was a significant factor in the tenants' break up. He seeks general damages for this downturn in his life, plus punitive damages because he thinks he was enticed into renting what turned out to be illegal accommodation.

He seeks to recover a February 2016 moving bill of \$768.85, a storage bill dated September 2015 in the amount of \$1104.08 and perhaps a second storage bill with a date and an amount not discernable from the photocopied facsimile copy provided.

Mr. C. for the landlord says the parties settled all matters with the extra payment made to each tenant when they left in May 2015. The tenancy ended May 2 because the tenants had found a new place to live.

The tenant says that he thinks the landlord gave his partner less than he got in May 2015 and that they moved out May 2 instead of the end of May because the landlord wanted them out earlier.

### Analysis

A landlord renting accommodation implicitly warrants that the accommodation is legal and in compliance with all applicable laws, including zoning bylaws. A landlord who rents illegal

accommodation exposes itself to a significant liability if a tenancy is forced to end as a result of a government order demanding compliance.

I consider it most likely that the parties settled the matter of the tenants being forced to move when the cash payments were made in early May. I consider it most likely that the tenancy was mutually ended May 2, 2015 and not May 22, the effective date in the one month Notice, because the tenants had found a new place and wanted to avoid payment of rent for May (which was not paid, by agreement).

As well, the tenant's claims are simply too remote to be considered. In order to recovery damages, the loss must be reasonably related to the event and here, at best, the event causing this tenant's troubles was the acquiring of a rental unit where, it turned out, he and his partner were not happy. That, nor what happened after that, is the landlord's fault.

The expenditures the tenant seeks to recover are all for costs incurred after the move from the new place and are too remote to be related to the landlord's breach. As no damages are awarded, no punitive or exemplary damages are warranted.

### Conclusion

For these reasons the tenant's application must be 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: July 05, 2017

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Residential Tenancy Branch