



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

Issues

Is the tenant entitled to reimbursement for rent plus moving and storage costs as a result of an illegal eviction by the landlord?

Background and Evidence

The tenancy began on May 1, 2017 and ended on May 3, 2017. The monthly rent as per the agreement was \$950.00 per month. The tenant paid a security deposit of \$475.00 at the start of the tenancy which has since been returned in full by the landlord.

The tenant is claiming she was served with a 1 Month Notice to End Tenancy on the night of May 1, 2017 after she had finished moving in all her belongings. She testified the landlord threatened to revoke amenities needed for her to survive if she did not agree to move out. She decided this tenancy was not for her and due to landlord's threats she didn't feel safe and decided to vacate on May 3, 2017.

The landlord testified he was completely overwhelmed by the amount of belongings the tenant was moving into the rental unit as well as the smell from the belongings. He was

concerned the tenant was a hoarder. He tried to negotiate a settlement with the tenant for her to not move in at all but a settlement was not reached. He served the tenant with a 1 Month Notice for cause. The tenant accepted the notice and moved out before the effective day of the Notice. The rental unit was advertised immediately but not re-rented until June 1, 2017. As such the tenant should still be responsible for May rent.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Pursuant to section 47(4) of the Act, a tenant may dispute a 1 Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. If the tenant makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 1 Month Notice.

The tenant was legally served with a 1 Month Notice under the Act. The tenant had a right under the Act to dispute this Notice and had she done so the onus would have been on the landlord to establish cause for ending the tenancy. As the tenant did not file an application to dispute the Notice but rather voluntarily vacated the rental unit, I find the landlord did not illegally evict the tenant. I find the tenant was still responsible to pay rent up until the effective date of the Notice. The landlord was able to mitigate his losses by re-renting the unit for June 1, 2017, therefore the tenant is responsible for the full month of May rent. The tenant's claim for reimbursement of May 2017 rent plus moving and storage costs is dismissed.

Conclusion

The tenant's application is dismissed 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: July 18, 2017

Residential Tenancy Branch