



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to the compensation claimed?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The Tenant states that in March 2017 the Parties entered into an agreement for the rental of the unit at \$850.00 per month starting April 1, 2017. No security deposit was collected by the Landlord. The Tenant states that an incident between the Parties occurred on April 1, 2017 in which the police were called and the Tenant was taken by ambulance to the hospital. The Tenant states that the Landlord subsequently gave the Tenant 24 hours to move out of the unit and the Tenant moved out of the unit on April 2, 2017. The Tenant withdraws its claim for the ambulance cost and claims the return of the rent paid for April 2017.

The Landlord states that no written agreement was entered into and that the police informed the Landlord that he could evict the Tenant. The Landlord refers to article 14.1 of a tenancy act that allows the Landlord to evict the Tenant if there is cause. The Landlord states that the Tenant moved into the unit on March 23, 2017 and moved out of the unit on April 4, 2017.

### Analysis

Section 2 of the Act provides that the Act applies to tenancy agreements, rental units and other residential property. Section 1 of the Act defines "tenancy agreement" as an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit. Based on the undisputed evidence that the Tenant orally agreed to pay the Landlord monies in exchange for occupying the unit and the undisputed evidence that the Landlord did accept rental monies and the Tenant did move into the unit I find that an oral tenancy was entered into between the Parties. The Act therefore applies to the occupancy of the unit and this dispute. Given this agreement I find that the Tenant was entitled to occupy the unit until the tenancy ended as provided by the Act.

Section 44(1) of the Act provides that a tenancy ends only if one or more of the following applies:

(a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

(i) section 45 [*tenant's notice*];

(i.1) section 45.1 [*tenant's notice: family violence or long-term care*];

(ii) section 46 [*landlord's notice: non-payment of rent*];

(iii) section 47 [*landlord's notice: cause*];

(iv) section 48 [*landlord's notice: end of employment*];

(v) section 49 [*landlord's notice: landlord's use of property*];

(vi) section 49.1 [*landlord's notice: tenant ceases to qualify*];

(vii) section 50 [*tenant may end tenancy early*];

(b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;

(c) the landlord and tenant agree in writing to end the tenancy;

(d) the tenant vacates or abandons the rental unit;

(e) the tenancy agreement is frustrated;

(f) the director orders that the tenancy is ended.

Based on the undisputed evidence that the Landlord told the Tenant to move out of the unit without following any of the above provisions I find that the Landlord did not comply with the Act in ending the tenancy.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Based on the undisputed evidence that the Tenant moved out of the unit on either April 2 or 4, 2017 due to the act of the Landlord in ending the tenancy without following the Act I find that the Tenant lost use and occupancy of the unit for which rent was paid. As the Landlord acted without right to cause this loss to the Tenant and noting that the Tenant did not claim any other costs, such as moving costs, I find that the Tenant has substantiated the reasonable compensation claimed of **\$850.00**. As the Tenant has been successful with its claim I find that the Tenant is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$950.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$950.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 23, 2017

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Residential Tenancy Branch