



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DINO CHAND
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

This matter dealt with an application and an amended application by the Tenant to cancel a 2 Month Notice to End Tenancy for Landlord's Use of the Property, for damage or loss under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on or about July 18, 2017. The Landlord said he received both the original application and the amended application from the Tenant. Based on the evidence of the Tenant and testimony of the Landlord, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties represented.

During the beginning of the hearing the Tenant said he moved out of the rental unit on August 31, 2017 the effective vacancy date on the 2 Month Notice to End Tenancy. The Tenant said he accepted the tenancy ended and is now withdrawing his request to dispute the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated June 23, 2017. The Landlord said the Tenant did not communicate to the Landlord that he had moved out of the unit so the Landlord was not aware the unit was vacant until September 3, 2017.

Issues(s) to be Decided

1. Are there losses or damages to the Tenant and is the Tenant entitled to compensation?

Background and Evidence

This tenancy started on May 15, 2008 as a one year fixed term tenancy and then renewed on a month to month basis. Rent was \$840.00 per month payable on the 1st

day of each month. The Tenant paid a security deposit of \$375.00 at the start of the tenancy.

The Tenant said he did not want to move and he believes that the Landlord owes him compensation for ending the tenancy. The Tenant said that he believes the Landlord is renovating the rental complex just to evict the tenants and then increase the rent. The Tenant continued to say that the city has bylaws about relocation of tenants and compensation that tenants are entitled to. The Tenant said the relocations bylaw says there should be compensation of \$3,380.00 for the eviction, \$750.00 for moving expenses and \$2,160.00 in rent differential for 6 months. The Tenant included a copy of the Municipal Tenant Relocation and Protection Guidelines in support of his claims.

Further the Tenant requested lost wages of \$274.68 as he had to take a day off work to complete his move. The Tenant did not submit evidence to support this claim.

In addition the Tenant said he suffered mental anguish because of the eviction and the Tenant requested compensation from the Landlord in the amount of \$1,000.00 for his mental anguish. The Tenant did not provide evidence to support this claim.

The Landlord said he is renovating the rental complex as it needs extensive plumbing and electrical work. The Landlord continued to say that the demolish work has already begun and the renovations are very extensive.

The Tenant said that a relocation plan may apply to the Landlord's project.

The Landlord submitted evidence that said his project does not fall under the relocation plan bylaw as the project does not require rezoning or a development permit.

The Tenant said in closing that he does not think it is fair to allow Landlord's to do eviction based on renovations and the Residential Tenancy Branch should not allow this loop hole to happen. The Tenant said it is not fair and he believes the Landlord is doing the renovations only to increase the rent.

The Landlord said he is doing the renovations because they are needed and he believes the Tenant is fighting this situation only to increase his compensation from the Landlord. The Landlord said in closing he has returned the Tenant's security deposit and the equivalent of one month's rent as per the requirements of the 2 Month Notice to End Tenancy for Landlord's Use of the Property.

Analysis

With respect to the Tenant's claims referred to under the municipal bylaw for Tenant Relocation and Protection Guidelines. The Tenant may be correct and may be entitled to compensation from the Landlord with regard to a relocation plan if the municipality finds that the Landlord's project is within the bylaws jurisdiction. These bylaws are not within the jurisdiction of the Residential Tenancy Branch as the Branch's jurisdiction

only applies to the Residential Tenancy Act. These bylaws are not part of the Residential Tenancy Act so consequently I have no authority to make any findings on the Tenant request for compensation of \$3,380.00 for the eviction, \$750.00 for moving expenses and \$2,160.00 for rent differentials. These issues are dismissed without leave to reapply. The Tenant is at leave to seek clarification from the municipality on the Tenants Relocation and Protection program.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

In regard to the Tenant's claims for \$274.68 for lost wages and \$1,000.00 for mental anguish I find the Tenant has not provided any corroborative evidence to support that there was an actual loss and that the Landlord was solely responsible for the loss. Consequently I dismiss the Tenant's claims for lost wages and mental anguish without leave to reapply due to a lack of evidence.

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Conclusion

The Tenant's application is dismissed without leave to reapply in part for lack of jurisdiction and secondly for a lack of evidence.

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: September 25, 2017

Residential Tenancy Branch

