



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss under the Act, return of the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenant provided affirmed testimony that on August 11, 2017 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent to the landlord via registered mail. A Canada Post tracking number was provided as evidence of service. The mail was delivered on August 14, 2017. The tenant used the address provided on the landlords' business card, given to the tenant by the landlord.

Therefore, I find that these documents were served on August 14, 2017 in accordance with section 89 and 90 of the *Act*.

The landlord did not appear at the hearing to oppose the tenants' claim.

Preliminary Matter

The tenant stated that the security deposit has been returned.

Issue(s) to be Decided

Is the tenant entitled to compensation for damage or loss in the sum of \$1,180.00?

Background and Evidence

The tenant stated that in mid-July 2017 a six month fixed-term tenancy agreement was signed with the landlord. The tenancy was to commence on August 1, 2017. The tenant paid a security deposit in the sum of \$450.00. The tenant was not provided a copy of the tenancy agreement.

The tenant has made the following claim:

Lost wages	130.00
Storage	250.00
Distress	300.00
Short notice rental	500.00
TOTAL	1180.00

The landlord gave the tenant a business card and notated on the card:

"7 12-2017 Rec'd \$450 cash for security deposit from (tenant name)"

(Reproduced as written)

A copy of the business card was supplied as evidence.

On August 1, 2017, as the tenant was preparing to meet the landlord to obtain keys to the rental unit, the landlord called the tenant to say that the unit would not be provided to the tenant.

The tenant said she was stunned and thinks that the landlord thought the tenant had been rude to the landlord. The landlord had been calling the tenant during the day while the tenant was working. The tenant was abrupt as the landlord had been asked not to call the tenant during work hours. The landlord had also been asking the tenant if the tenant was able to afford the \$900.00 rent. The tenant thought that question was very odd.

The tenant went to work on August 2, 2017 but had to leave part way through the day as the tenant was so stressed by the loss the rental unit. The tenant was unable to work for two other days that week. The tenant slept in a car for the first week and was then provided accommodation by a friend.

The tenant supplied a copy of an August 8, 2017 letter issued by a medical doctor indicating the tenant was unable to work two days in the past week due to stress. The tenant was issued medication and was deemed able to continue full duties.

The tenant said that storage had to be obtained for furniture. The tenant is still using storage but has now found a rental effective March 1, 2018.

The tenant has claimed compensation for the stress caused by the landlord as a result of the landlords' failure to respect the tenancy agreement.

The tenant said when the application was completed the tenant so was stressed she cannot recall what the \$500.00 portion of the claim represents.

Analysis

The landlord did not attend the hearing to oppose the claim made.

From the evidence before me I find there was agreement for a tenancy commencing August 1, 2017. As the tenant was denied the right to possess the rental unit I find that the tenant is entitled to compensation as claimed, with the exception of the short notice rental, which the tenant was unable to articulate.

Therefore, I find that the tenant is entitled to compensation in the sum of \$680.00. The balance of the claim is dismissed.

As the tenants' application has merit I find, pursuant to section 72 of the Act that the tenant is entitled to recover the \$100.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary order in the sum of \$780.00. In the event that the landlord does not comply with this order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Conclusion

The tenant is entitled to compensation in the sum of \$680.00. The balance of the claim is dismissed.

The tenant is entitled to filing fee costs.

This decision is final and binding and 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: February 05, 2018

Residential Tenancy Branch