



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Desert Valley Hospice Society  
and [Tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This is an application by the Tenants pursuant to the Residential Tenancy Act (the *Act*) for a Monetary Order for loss or damage under Section 67.

Both parties appeared at the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The Landlord was represented by PW, a board member of the Landlord, ("the Landlord"). Each party acknowledged receipt of the other party's materials. I find the Landlord was sufficiently served with the Application for Dispute Resolution and relevant supporting documents pursuant to section 89.

### Issue(s) to be Decided

Are the Tenants entitled to a Monetary Order for loss or damage under Section 67 of the *Act*?

### Background and Evidence

The Landlord and the Tenants entered into a residential tenancy agreement on September 26, 2014 conditional upon the Tenants' employment by the Landlord as janitors. On July 27, 2017, the Landlord gave notice to the Tenants of the ending of the employment contract and requested they vacate the rental premises on August 31, 2017.

Both parties brought applications which were subsequently heard together by an Arbitrator.

The Tenants claim \$25,000 in damages from the Landlord because of the unfair end of their employment. They claim difficulty in finding affordable housing. They testified they incurred unexpected expenses in finding alternate employment and in other expenses, such as storage costs. They filed evidence of difficulty caused by medical issues.

### Preliminary Issue

The parties testified this tenancy was the subject of a previous hearing under the file numbers provided on the first page of this decision, at which both parties attended. The Landlord claimed the tenancy relationship was over between the parties and there was no basis upon which additional claims by the Tenants could be heard in the present application, particularly as the claims relate to employment and subsequent housing.

In the earlier Decision, the Arbitrator assisted the parties to reach a binding and final settlement of the issues between them with respect the applications by both parties, that is:

1. Both parties agreed that the tenants vacated the rental unit on September 30, 2017 and no further orders were required regarding possession of the rental unit;
2. Both parties agreed that the landlord will retain the tenants' entire security deposit of \$325.00;
3. The landlord confirmed that it was not seeking any further rent for September 2017 from the tenants;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for its application;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications at this hearing.

### Analysis of the Preliminary Issue

Section 7 provides that if a Landlord or Tenant does not comply with this *Act*, the regulations, or their tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* states as follows:

Without limiting the general authority [...] if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

In this case, I find the Landlord's objection to the hearing of this matter to have merit. I find the Tenants have not shown the Landlord has failed to comply with the *Act*, regulations or tenancy agreement. I find the Tenants claims do not relate to matters over which the *Act* and this hearing have jurisdiction, that is, a failure to comply with the *Act*, regulations or tenancy agreement. Rather, it appears the claim seeks compensation based on the Tenants' employment relationship with the Landlord.

In this case, the tenancy agreement between the parties ended when the Tenants vacated almost nine months ago. Issues in cross-applications between the parties were resolved by arbitration two months later. The Tenants cannot establish that their present claim arises from "the Act, the regulations or a tenancy agreement".

Therefore, I decline to accept jurisdiction.

### Conclusion

The Tenants' application is dismissed for lack of jurisdiction. This decision does not preclude the Tenants from pursuing any claim they may have for relationships outside of the landlord/tenant relationship through a court of competent jurisdiction.

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: June 22, 2018

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Residential Tenancy Branch