



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, OLC, RR, FFT

### Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "first hearing" on May 2, 2018 lasted approximately 91 minutes and the "second hearing" on September 4, 2018 lasted approximately 39 minutes.

The landlord's lawyer and the tenant attended both hearings. The landlord attended the first hearing only. At both hearings, both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. At the second hearing, the landlord's lawyer confirmed that he had permission to speak on behalf of the landlord.

At the outset of the second hearing, the tenant confirmed that she had vacated the rental unit on May 31, 2018, after the first hearing. She stated that the only relief she would be seeking was the monetary order for \$1,125.00 and the \$100.00 filing fee. She confirmed that she was no longer seeking the rent reduction of \$150.00 and the order for the landlord to comply. Accordingly, these two portions of the tenant's application are dismissed without leave to reapply.

### Preliminary Issue - Adjournment of First Hearing and Service of Documents

The first hearing on May 2, 2018 was adjourned after the parties engaged in settlement discussions for 91 minutes. By way of my interim decision, dated May 3, 2018, I adjourned the tenant's application to the second hearing date of September 4, 2018. At the first hearing, I notified both parties that they were not permitted to serve any further evidence after the first hearing and before the second hearing.

At the second hearing, the landlord's lawyer confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

### Issues to be Decided

Is the tenant entitled to a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties at the second hearing, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on February 1, 2017 and ended on May 31, 2018. Monthly rent in the amount of \$750.00 was payable on the first day of each month. A security deposit of \$375.00 and a pet damage deposit of \$375.00 were paid by the tenant and the landlord returned both deposits in full to the tenant at the end of the tenancy. A written tenancy agreement was signed by both parties.

The tenant seeks a monetary order of \$1,125.00 plus the \$100.00 application filing fee. The tenant said that the landlord wanted her to sign a one-year fixed term lease after her last lease expired. She stated that it was stressful for her to deal with this issue for 19 days, when her lawyer told the landlord that the tenant was not required to sign the

new lease. The tenant said that the landlord tried to increase her rent by \$25.00 per month without giving the proper three months' notice as required. She claimed that the parking issue was not communicated between her and the landlord because the landlord was violating the City bylaw and allowing four vehicles to park on the rental property. She maintained that she was a good tenant and paid her rent on time. The tenant stated that there were others using the storage unit on the rental property, there was no move-in inspection done by the landlord, nothing was said about the tenant being required to pay 40% of hydro after she moved in or on the one-year lease, and she was living in an illegal suite. She said that she is healthy and not taking any medications, but she still suffered emotional distress as a result of the landlord's actions. She claimed that the Residential Tenancy Branch ("RTB") advised her to file this application.

The landlord disputes the tenant's claims. The landlord's lawyer explained that the tenant said she only suffered for 19 days as a result of one issue regarding signing a new lease. He said that the landlord was not required to meet with the tenant personally and that the tenant brought this application to force the landlord to speak to her about various issues. He stated that the tenant did not tell the landlord regarding her parking problems but instead chose to confront and yell at someone parking in front of the rental unit, while calling him an inappropriate name and using profanity against him. The landlord's lawyer maintained that the tenant never paid a rent increase because she moved out before a Notice of Rent Increase could take effect. He said that the tenant has failed to prove any damages or losses for her claim, she provided no medical evidence of the landlord intentionally inflicting emotional distress on her, she did not complete a monetary order worksheet with a breakdown, and she made no attempt to mitigate or minimize her losses.

### Analysis

On a balance of probabilities and for the reasons stated below, I dismiss the tenant's application for \$1,125.00 without leave to reapply. The landlord disputed the tenant's claims. The landlord is entitled to collect a rent increase within the allowable *Regulation* amount, provided that at least three months' notice is first given. The landlord's ignorance of the notice provision had no effect on the tenant because she did not pay a rent increase to the landlord. The landlord is entitled to ask the tenant to sign a new one-year fixed term lease and the tenant is entitled to refuse to do so, which she did. I find that the tenant failed to show that she suffered any losses as a result of her difficulty in communicating with the landlord regarding the parking situation.

The tenant did not provide any breakdown for the \$1,125.00, except to state that she wanted 50% of her rent back, at \$375.00, each month for a total of three months, totaling \$1,125.00. The tenant provided a blank monetary order worksheet, stating that she was told to do so by the RTB. The tenant did not provide any written documentation such as medical records, receipts, invoices or other such documents, to support her claim. She did not provide work records for missing time from work. She did not provide medical records from her doctors indicating that the landlord caused her emotional distress, as she alleged during the hearing.

As the tenant was unsuccessful in this application, I find that she is not entitled to recover the \$100.00 application filing fee from the landlord.

### Conclusion

The tenant's entire 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: September 05, 2018

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Residential Tenancy Branch