



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

On July 31, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for compensation, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlords and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter

In accordance with Section 64(3) of the Act, I have amended the Tenant’s Application by updating her last name.

Issue to be Decided

Should the Tenant receive a Monetary Order for compensation, in accordance with Section 67 of the Act?

Should the Tenant be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

The Landlords and the Tenant were provided the opportunity to testify and present their evidence during the hearing, and I have considered the evidence in its entirety. In this section, I am only noting the specific testimony and evidence that relates to my analysis and decision. I am not reproducing the parties' evidence in full.

The Landlords and the Tenant agreed on the following terms of the tenancy:

The fixed term tenancy began on January 1, 2017 and then continued on as a month-to-month tenancy after March 31, 2018. The rent of \$2,000.00 was due on the first of each month. The Landlord collected a security deposit of \$1,000.00, which was returned at the end of the tenancy. The Tenant moved out of the rental unit on July 30, 2018.

The Tenant testified that negotiations with the Landlords began in February 2018 regarding her tenancy and whether it would end on March 31, 2018; if a new lease would be signed; or, if the tenancy was to continue as a month-to-month.

The Tenant stated that she was willing to sign a new six-month lease with the Landlords or continue on as a month-to-month; however, the Landlords wanted a 12-month lease.

In March the Landlords emailed the Tenant with several different dates that would work for the Landlords to end the tenancy and invited the Tenant to respond. The Tenant stated that none of the dates really worked for her; however, felt pressure to agree to one of the dates. The Tenant responded to the Landlords via email that she would agree to move out of the rental unit by September 1, 2018.

On July 2, 2018, the Tenant found a new place to live and advised the Landlords, via text message, that she was planning to move out of the rental unit on July 31, 2018.

The Tenant moved out of the rental unit on July 31, 2018 and stated that she felt bullied and pressured to agree to the September 1, 2018 move-out date. The Tenant feels like she was forced out by the Landlords and is claiming the amount of one month's rent as compensation; for a total of \$2,000.00.

The Landlords testified that they did not issue the Tenant a Two-Month or a Four-Month Notice to End Tenancy. The Landlords stated that the Tenant agreed to end the tenancy on September 1, 2018.

The Landlords said that they received the Tenant's notice to end the tenancy for July 31, 2018 and regardless of the notice being late, agreed to it and did not feel like they needed to compensate the Tenant for rent as she was leaving earlier than agreed.

The Landlords acknowledged that they did not understand that the tenancy would automatically continue as a month-to-month tenancy after March 31, 2018; however, felt that the parties came to a mutual agreement as to a date for the end of the tenancy; September 1, 2018.

The Landlords stated that the Tenant never requested to stay longer than September 1, 2018. Regardless, the Landlords admitted that the situation had been difficult for the Tenant and, prior to this hearing, offered the Tenant a half a month's rent, in the amount of \$1,000.00, as compensation and to avoid a dispute resolution hearing. The Tenant refused the settlement offer.

Analysis

Section 67 of the Act establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order the responsible party to pay compensation to the other party. In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof. The Applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the Applicant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Both parties provided undisputed testimony that they agreed to end the tenancy on September 1, 2018.

I accept that the Tenant felt pressured to agree to an end-of-tenancy date proposed by the Landlord; however, the Tenant did not have to agree and had recourse through the Residential Tenancy Branch Dispute Resolution process if the Landlords had attempted to force her to sign a lease or attempted to end the tenancy. I find that the Tenant agreed with the Landlords to the end the tenancy on September 1, 2018.

The Tenant has made a claim for \$2,000.00; however, there is no provision under the Act to compensate a Tenant when they end their tenancy prior to a mutually agreed upon date-to-end the tenancy. Furthermore, the Tenant paid rent for July 2018 and

lived in the rental unit throughout the month of July 2018. I find that the Tenant has failed to provide sufficient evidence that she incurred a monetary loss, pursuant to Section 67 of the Act.

Based on the above testimony and evidence, I dismiss the Tenant's Application. As the Tenant was unsuccessful with her claim, I do not award compensation for the filing fee, pursuant to Section 72 of the Act.

Conclusion

The Tenant failed to provide sufficient evidence that she incurred a monetary loss and as such, I dismiss the Tenant's Application 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: December 11, 2018

Residential Tenancy Branch