



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC FF

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the Act, 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;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to service of the application and evidence on file.

Issues

Is the tenant entitled to compensation as claimed?
Should the landlord be ordered to comply with the Act?
Is the tenant entitled to recover the filing fee?

Background and Evidence

The tenancy began on November 1, 2017 and ended on November 30, 2018 pursuant to an undisputed One Month Notice to End Tenancy issued to the tenant. The monthly rent as per the agreement was \$1200.00 per month.

The tenant's application was filed on November 9, 2018.

The tenant is claiming re-imbursement for the \$1200.00 rent paid for the month of November 2018 citing various allegations of the landlord disrupting her quiet enjoyment

during the last month of the tenancy. The tenant states that as a result she was forced to rent another unit part way through the month causing her to suffer a loss. The tenant submitted various examples of e-mails and or text messages sent to her by the landlord and claims her quiet enjoyment was disrupted on 11 separate occasions in this month. The tenant alleges the landlord would enter without notice, questioning the tenant with respect to guests she had over, message the tenant requesting her to repair damages and clean the rental unit before the move-out date, and issue notices of entry for various inspections and showings of the rental unit. The majority of the incident referred to by the tenant occurred after the filing of her application on November 9, 2018. The landlord testified

The landlord testified that he never entered the rental unit without 24 hour written notice which was left either on the door or in the mailbox. The landlord testified he has a right to question the tenant with respect to long-term guests. The landlord testified that they had to get the rental unit for the next tenant so entered to repair broken closet racks for which a notice was provided and also issued notices for showings to prospective tenants.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss. The onus is on the applicant to prove that the loss claimed occurred as a result of the actions or neglect of the other party and provide evidence of the actual loss incurred.

I find that the majority of the incidents referred to by the tenant in her submission, occurred after she had filed her claim on November 9, 2018 for loss of \$1200.00 which is for re-imbursement of the entire month's rent. Further, I find the tenant has provided insufficient evidence that the landlord entered the rental unit without first issuing a 24hr written notice. I also find the landlord was within his legal right to issue notices to enter for showing to prospective tenants and to perform inspections to ensure the unit was presentable for showings. Further, the tenant has not provided any evidence of the alleged loss suffered. I find nothing in the tenant's submission that would warrant the re-imbursement of an entire month's rent. The tenant claims she was forced to rent another unit part way through this last month. The tenant has not provided any evidence of when she rented this other unit or that she vacated this unit earlier than November 30, 2018. In fact, the tenant's tenancy was ending on November 30, 2018 so she had no choice but to find alternative accommodation.

Conclusion

The tenant's application is dismissed in its entirety 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 19, 2018

Residential Tenancy Branch