



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for a monetary order for damages and loss pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to present evidence.

As both parties were present service of documents was confirmed. The parties each confirmed they were in receipt of the other's materials. Based on the testimonies I find that the landlord was served with the tenant's application and evidence and the tenant with the landlord's evidence in accordance with sections 88 and 89 of the Act.

At the outset of the hearing the tenant made an application to amend the monetary amount of their claim. Pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure, as I find that reducing the amount of the claim based on earlier awards to be reasonably foreseeable I allow the tenant to reduce their monetary claim from \$1,288.80 to \$1,097.30.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?

### Background and Evidence

The parties agreed on the following facts. This tenancy began in April, 2018 and ended by way of a Mutual Agreement to End Tenancy on June 30, 2018.

The tenant seeks a monetary award of \$1,097.30 for expenses such as moving costs, storage of possessions, and occupying a campsite while looking for a new rental unit after the tenancy had ended. In addition the tenant characterizes the interactions with the landlord as harassment and seeks a monetary award for the mental stress they claim they suffered.

### Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. The claimant also has a duty to take reasonable steps to mitigate their loss.

I find that the tenant has failed to provide sufficient evidence in support of their claim. The tenancy ended by way of a Mutual Agreement. The tenant cannot claim the costs of moving, storage or camping when they entered into an agreement ending the tenancy. I find that there is no basis for a monetary award for these items as there has been no violation by the landlord.

I find that there is insufficient evidence of any harassment by the landlord that would give rise to a claim for damages.

Accordingly, I dismiss the tenant's application in its entirety without leave to reapply.

Conclusion

The tenant's 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: January 3, 2019

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Residential Tenancy Branch