



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) for monetary compensation.

The Tenant and the Tenant’s spouse were present for the teleconference hearing, as was one of the Landlords. The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Tenant’s evidence. The Tenant confirmed receipt of a copy of the Landlord’s evidence.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

### Preliminary Matters

At the outset of the hearing the Tenant requested an adjournment. She stated that she was waiting for information requested from the police and would like an adjournment so that the documentation could be submitted as evidence. The Tenant was asked to explain how this evidence was relevant to the matter and the Tenant provided testimony as to what the documentation would show. The Landlord stated that he was not in agreement to an adjournment.

Consideration was given to the Tenant’s request for an adjournment, however an adjournment was not granted. As the Tenant applied for compensation based on claims of an illegal eviction from the Landlord, I found that the matter could be resolved with the verbal testimony and submissions from both parties available at the time of the

hearing and that an adjournment was not warranted. The hearing continued as scheduled.

### Issues to be Decided

Is the Tenant entitled to monetary compensation?

### Background and Evidence

While I have considered the relevant documentary evidence and testimony of both parties, not all details of the submissions are reproduced here.

The parties were in agreement as to the details of the tenancy. The tenancy began on November 1, 2016 and ended on August 1, 2018. Monthly rent was \$730.00, and the Tenant paid a security deposit which was returned to her after the tenancy ended.

The Tenant applied for compensation in the amount of \$6,991.93. This includes \$5,640.00 which the Tenant stated is compensation for the difference in rent from her previous rent of \$730.00 to her current rent of \$1,200.00, for a period of one year. The Tenant also applied for compensation in the amount of \$730.00, or one month of rent, due to improper notice given to end the tenancy.

The Tenant claimed compensation for utility costs in the amount of \$368.17 from the city and \$193.76 for gas costs in her new rental unit, both of which she stated she would not have incurred had the tenancy not ended. Lastly, the Tenant applied for \$60.00 for gas costs incurred when she moved out of the rental unit.

The Tenant stated that in July 2018 the Landlord met with her in person and told her that she had 30 days to move out. The Tenant confirmed that no notice was provided to her in writing. The Tenant stated that there was conflict during the meeting which led to her calling the police afterwards. The Tenant stated that after meeting with the police they advised her that the Landlord was going to turn her rental unit into storage. The Tenant stated that the police also advised her that they were required to report the illegal rental unit and that she would have two days to move out.

The Tenant stated that she was fearful due to the verbal notice from the Landlord to move out in 30 days and the verbal notice from the police that her rental unit would be reported and that she would have 2 days to move. As such, the Tenant testified that she

sent a text message to the Landlord to notify him that her move out date would be August 1, 2018.

The Landlord provided testimony that he did not evict the Tenant and instead advised her that she may want to find a larger rental unit. The Landlord stated that the tenancy began with only the Tenant, but that she moved her partner and a dog into the small one-bedroom unit, which is why he suggested they may want to find another rental unit.

The Landlord confirmed that he did not provide any written notice to end the tenancy and he stated that the police did not have the authority to end the tenancy either. The Landlord stated that he received a text message from the Tenant on July 21, 2018 informing him that she would be moving out on August 1, 2018. The text message was included as evidence.

### Analysis

As the Tenant has applied for compensation, I refer to Section 7 of the *Act* which states the following:

7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Therefore, in order to determine if compensation is due, the party claiming the loss must first establish that the other party breached the *Act*, *Regulation* or tenancy agreement. The Tenant claimed that the Landlord provided illegal notice to end the tenancy which resulted in her experiencing monetary loss. Although the parties were not in agreement as to what was discussed during a meeting in July 2018, both parties agreed that the Landlord did not provide a written notice to end the tenancy.

Section 44 of the *Act* outlines the way in which a tenancy can be ended. I also note that Section 52 of the *Act* requires notice given by a landlord to be in writing and to be in the approved form in order to be effective. Based on the testimony of both parties, I find that

the Landlord did not provide the Tenant with proper notice to end the tenancy and instead find that the Tenant moved out voluntarily.

Although I acknowledge that the Tenant indicated that she was fearful to stay due to verbal information provided by the Landlord as well as the police, I find that the Tenant had rights under the *Act* should she have been concerned about verbal threats to end the tenancy.

As stated in Section 7 of the *Act*, a party claiming a loss also has a duty to take reasonable steps to minimize their loss. The Tenant had the right to file an Application for Dispute Resolution should she have had reason to believe that the Landlord was not complying with the *Act* and did not have to move based on verbal notice from the Landlord or the police.

Therefore, I do not find that the Tenant met the burden of proof to establish that the Landlord breached the *Act*, *Regulation* or tenancy agreement and that she is entitled to compensation as a result. I decline to award any compensation to the Tenant. The Tenant's Application for Dispute Resolution is dismissed, without leave to reapply.

### Conclusion

The Tenant's Application for Dispute Resolution 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: March 08, 2019

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Residential Tenancy Branch