



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MNDCT

### Introduction

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

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent (the "landlord"). Both tenants initially attended the hearing but the tenant CH exited the hearing after stating that the tenant VL (the "tenant") was authorized to speak for both named co-tenants.

As both parties were present service of documents was confirmed. The parties each acknowledged receipt of the other's materials and stated they were prepared to proceed with the hearing. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act* and sufficiently served in accordance with section 71.

### Issue(s) to be Decided

Are the tenants entitled to a monetary award as claimed?

### Background and Evidence

This tenancy began in 2016 and ended on October 31, 2018. The monthly rent at the end of the tenancy was \$1,612.00 payable by the first of each month. The rental unit is a newly built single detached home. No Notice to End Tenancy was issued by the landlord. The tenants gave written notice to the landlord by a hand written, unsigned

note dated October 12, 2018 and subsequently a typewritten note confirming that they would vacate on November 1, 2018 dated October 16, 2018.

The tenants seek a monetary award of \$35,000.00 for various items. Some of the items claimed by the tenants include: costs for moving, lost wages and replacement of personal items.

The tenants characterize the relationship with the landlord as one of systematic bullying and a targeted attack. The tenants say that while no Notice to End Tenancy was ever issued by the landlord they felt that the landlord acted in a threatening and hostile manner that forced them to vacate the rental unit.

The tenants submit that due to the behaviour of the landlord they suffered a loss of income, loss of quiet enjoyment of the rental property and incurred health issues. The tenants say that the landlord violated the Act by imposing rent increases that were above the amounts permitted over the course of the tenancy and entered into the rental unit without prior notice or authorization.

The tenant testified that they believe the antagonistic behaviour of the landlord has continued beyond the end of the tenancy and that the landlord harasses them and targets them for retribution. The tenant said that they have been in contact with other occupants of rental properties managed by the landlord and have heard that the landlord behaves in a similar fashion.

The tenants submitted some documentary evidence including their T4 slips, receipts, a note from a physician and lengthy written submissions.

### 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 that 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 claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* 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 onus to establish their claim on a balance of probabilities lies with the applicant as set out in Residential Tenancy Rule of Procedure 6.6.

In the present case I find the tenants have not establish their monetary claim on an evidentiary basis and their application is frivolous and an abuse of the dispute resolution process.

The tenants seek a monetary award for losses arising from the end of the tenancy despite the fact that no Notice to End was ever issued by the landlord. The tenants refer to a “wrongful eviction” throughout their written submission but the undisputed evidence is that the tenants ended the tenancy agreement by their notice of October 12, 2018. The tenants submit that the landlord conducted themselves in a hostile and calculated manner but there is insufficient evidence in support of the tenant’s testimony. I find the tenant’s testimony and subjective views to be insufficient to establish that there has been any wrongdoing on the part of the landlord such that it would lead to the basis for a monetary award.

The tenants submit that there were various violations of the Act on the part of the landlord including rent increases and entering the rental unit without sufficient notice but have provided little evidence in support of their submissions. The tenants did not submit into evidence a written tenancy agreement or notices of rent increase to show the amount of rent.

While the tenant made allusions to witnesses, none were called to support the tenants’ version of events. I do not find the tenant’s testimony that the landlord acted in a calculated manner to harass the tenants to be supported in evidence or have any air of reality. The tenants seek an award for various costs incurred to the landlord but have failed to establish that any costs are attributable to the conduct of the landlord.

I find that both individually and cumulatively, the tenants have failed to establish any portion of their claim on a balance of probabilities. The tenant’s evidence consists of unfounded accusations, subjective complaints and reference to an eviction when there is no evidence that a Notice to End Tenancy was ever issued.

As the tenants have failed to meet their evidentiary burden I dismiss their 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: September 24, 2019

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Residential Tenancy Branch