



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING SOCIATUES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDCT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on July 15, 2019, in which the Tenants requested return of their security deposit and monetary compensation from the Landlord.

The hearing of the Tenants' Application was scheduled for teleconference before me at 1:30 p.m. on October 21, 2019. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Preliminary Matters

The Tenants incorrectly spelled the Landlord's business name. Section 64(3)(c) permits me to amend an Application for Dispute Resolution in such an event; as such, I amend the Tenants' Application to correctly name the Landlord.

Documentary evidence filed by the Landlord indicated that the Tenants received their security deposit of \$450.00 and the \$48.00 claimed in early July 2019. As these funds had been provided, the Tenants' request for related monetary compensation was no longer required.

The Tenants also sought \$600.00 in moving expenses. As explained during the hearing, moving expenses are an inevitable cost of tenancies as tenants are not guaranteed perpetual occupation. Such expenses are therefore not recoverable under the *Act*.

The Tenant indicated that the nature of her concerns relates to her view that the Landlord did not do enough to protect their right to quiet enjoyment and as such they felt they had no option but to move from the rental unit. As discussed during the hearing, the Tenants are at liberty to apply for further monetary compensation for breach of their right to quiet enjoyment.

Conclusion

The Tenants' Application for return of their security deposit \$48.00 in N.S.F. fees and moving expenses is dismissed. The Tenants are at liberty to reapply to reapply for monetary compensation for breach of quiet enjoyment. This does not extend any time limits imposed by the *Act*.

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: October 22, 2019

Residential Tenancy Branch