



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC 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;
- 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 monetary compensation as claimed and the recover of the filing fee?

Background and Evidence

The tenancy began on February 1, 2016 and ended on June 01, 2019. The monthly rent at this time was \$1900.00 per month.

In March 2019, the landlord verbally advised the tenant that they were planning on selling the unit. To help the tenant out, the landlord advised the tenant about another unit that was becoming available in the same complex which was owned by a friend of the landlords. The tenant met with the owner of the other unit and on April 4, 2019 gave notice to vacate the unit to the landlord effective June 1, 2019.

The tenant is claiming one month's free rent for the landlord asking her to vacate pending the sale of the unit. The tenant is also seeking moving costs and stress and

harassment claim equivalent to two month's rent. The tenant alleges the entire situation caused a great deal of stress on her and the landlord sent numerous back and forth e-mails to confirm she would still be moving on the effective date of her notice. The tenant also submits the landlord caused stress over e-mails in regards to the amount of the tenant's security deposit.

The landlord argues they were only helping the tenant out by giving her a heads up on their plans to sell the unit and providing her information on a vacant unit in the complex. The landlord submits they had a good relationship up to this point. The landlord submits that they did not even have a listing agreement at the time and were only trying to help the tenant out. The landlord submits the e-mail communication referred to by the tenant was just back and forth communication as the tenant had threatened to not vacate the unit as per her notice if she didn't get one month's free rent.

The tenant submits that she never revoked her notice but had just stated she was going to get advice on the matter.

Analysis

Pursuant to section 67 of the Act, if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 51 (1) of the Act provides that a tenant who receives a Notice to End Tenancy for landlord's use of property is entitled to receive from the landlord an amount that is equivalent to one month's rent payable under the tenancy agreement.

In this case, the tenant was not served with a Notice by the landlord but rather the tenant issued notice to end tenancy to the landlord. The tenant is therefore not entitled to one month's rent. This part of the tenant's claim is dismissed.

As the tenant voluntarily vacated the rental unit, the tenant's claim for moving costs is also dismissed.

The tenant has provided insufficient evidence of loss in the amount of 2 month's rent as a result of stress and harassment. I find the tenant has not established that the landlord was not in compliance with the Act, the regulation or tenancy agreement. The e-mail communication between the parties was partly to do with the tenant requesting one month's free rent which she was not entitled to. The e-mail communication in regards to the amount of the security deposit was just a misunderstanding on the part of the landlord which he acknowledged. This part of the tenant's claim is also dismissed.

As the tenant was not successful in this application, the tenant is not entitled to recover the filing fee.

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: November 04, 2019

Residential Tenancy Branch