



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUGH AND MCKINNON REALTY and
[tenant name suppressed to protect privacy]

DECISION

CNC, MNDC, FF

Dispute Codes

Introduction

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for cause. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenants represented themselves and had a witness attend the hearing. The landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

The tenant received the notice to end tenancy on September 25, 2019 and made application to dispute the notice on September 27, 2019. However on that same date, the tenant gave notice to the landlord to end the tenancy effective October 31, 2019. The tenant moved out on October 31, 2019.

Since the tenant has moved out the tenant's application to dispute the notice to end tenancy is moot and accordingly dismissed.

On November 12, 2019, the tenant amended her application to include a monetary claim in the amount of \$9,000.00 stating that she had been wrongfully evicted.

Issues to be decided

Is the tenant entitled to her monetary claim of compensation in the amount of \$9,000.00 plus \$100.00 for the recovery of the filing fee?

Background and Evidence

The tenancy started on in February 2002. The monthly rent at the end of tenancy was \$1,610.00. The tenant occupied the rental unit with her roommate - DK.

The tenant testified that even though the landlord was given notice to end the tenancy effective October 31, 2019, on that day DK did not move out. The landlord entered into a new tenancy agreement with DK effective November 01, 2019.

The tenant felt she was wrongfully evicted because DK colluded with the landlord to get her to move out of the rental unit. The tenant is claiming \$9,000.00 as compensation.

Analysis

Based on the sworn testimony of both parties, I find that the tenant gave the landlord notice to end the tenancy on September 27, 2019 and moved out on October 31, 2019. Even though the male tenant did not move out, I find that the tenant was not wrongfully evicted because she served the landlord with notice to end the tenancy effective October 31, 2019.

Since the tenant has not proven her case she is not entitled to compensation and must bear the cost of filing her application.

Conclusion

The tenant's application is dismissed in its entirety.

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: December 06, 2019

Residential Tenancy Branch