



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMACON PROPERTY MANAGEMENT SERVICES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order for damage or compensation under the Act for the Tenant in the amount of \$816.80 for storage and moving costs.

The Tenant and B.C., an agent for the Landlord ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Agent provided her email address and the Tenant provided his mailing address at the outset of the hearing. They confirmed their understanding that the Decision would be sent to both Parties in this manner, and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Tenant entitled to a monetary order, and if so, in what amount?

Background and Evidence

The Parties agreed that the periodic tenancy began on January 28, 2016, with a monthly rent of \$900.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$437.50, and a pet damage deposit of \$437.50. The Parties agreed that the tenancy ended on May 31, 2019.

The Parties agreed that the Landlord sent the Tenant a letter dated January 31, 2019 (“Letter”), in which the Landlord informed the Tenant of the following:

As you might be aware, [Landlord] has been granted approval to redevelop a rental building on the site of your current residence. Due to the forthcoming construction, we kindly ask you to review the following options available to you:

The Letter goes on to set out the options for the Tenant, which included Option A: “renting a comparable unit” in the new rental building that is adjacent to the current residential property, or Option B:

...receiving a lump sum payment of \$3,600.00, an equivalent to four months of your current monthly rent [in the rental unit]. This payment will be provided to you at the end of your current rental term. If you decide to pick this option, we will reimburse you for moving costs associated with vacating [the rental unit] to a new location within the local area and also waive the final month’s rent.

The Agent said that tenants were given until February 28, 2019 to select which option they wanted. He said they needed the time to allocate rental units to those who chose Option A.

The Tenant said that he chose Option B, and the Parties agree that the Landlord made the following payments to the Tenant:

	For	Amount
1	Four-months current rent payment	\$3,600.00
2	Reimburse security deposit	\$437.50
3	Reimburse pet damage deposit	\$437.50
4	Reimburse move out expenses	\$450.00
5	Refund May 2019 rent	\$900.00
	Total monetary order claim	\$5,825.00

In his Application, the Tenant applied for recovery of an additional \$816.80. The Tenant said when he was required to move out at the end of May 2019, he had not found alternate accommodation, therefore, he moved his belongings into a commercial storage unit. He said he had to pay for storage of \$456.80 from May 28 to June 30, 2019. The Tenant also said he seeks recovery of the \$360.00 he paid to move his belongings from the storage unit to his new accommodation.

The Parties agreed that the \$450.00 the Landlord paid the Tenant for moving fees relate to the Tenant having moved his belongings from the rental unit to the storage unit.

The Agent said the Tenant initially selected Option A, that he would move into the new building. The Agent said that after the February 28th deadline to select an option, the Tenant advised them that he wanted to move out and select option B, instead of Option A. The Agent said: "We still honoured it despite being past the February 28 deadline."

The Agent said: "The moving cost was for the inconvenience of moving and to help them with moving. We agreed to moving costs to a location, not to multiple locations. If they had other requests, they should have called us to discuss them. We didn't hear from [the Tenant]."

The Agent said that the Tenant submitted all of the invoices and that the Landlord paid the more expensive moving invoice of \$450.00. The Agent said: "He has been well compensated, even though we did not reimburse him for every cost incurred, we feel we have done everything we could in the circumstances." He went on to say:

All tenants were provided with a standard notice to vacate for demolition. The four-month notice was provided [to the Tenant] in person on January 31. We advised [the Tenant] of the end of the tenancy of May 31.

The Tenant said:

Yes, they provided documents, but it was hard to make a decision at that time. By the time April rolled around, I decided I wanted to move out. I made it quite clear that I chose B in April. It was April 30, 2019 when I told them about my intentions. It was uncertain whether they would acquiesce to option B. A number of accusations left profound uncertainty in my esteem of [the Landlord].

I had no place to move to as of May 31. I had no savings, I'd been living in poor, abject conditions since May 31, scrambling to find a place to put my possessions. My only option was to move out on the 31st. Others were given dispensation to stay. This illustrated the lack of sincerity on the part of [the Landlord]. It took me 10 days to find a place.

The Agent said:

First, I apologize to [the Tenant] that he feels the way he does about how things ended. It was not my experience of the transition. We tried to do our best to accommodate the tenants. We accommodated [the Tenant] for a move. We never discussed storage fees or any additional moving costs. The \$3,600.00 is also for and can be considered for any additional costs. That was not a mandatory payment, that was a gesture to make sure tenants had as comfortable a transition as possible.

Option A never went away. We honoured that decision that he made. If he couldn't find a place to live, he could have changed his mind to change to Option A. There was no way that [the Tenant] would have been homeless at the end of May or June, if he could not find a place. We made the deadline at the end of February, so that we could allocate units to people who were staying within the Landlord's properties.

Analysis

Based on the documentary evidence and the testimony provided during the hearing,

and on the balance of probabilities, I find the following.

Section 49 of the Act sets out the requirements for landlords who change the residential property to a different use or demolish it, as in this case. The Act does not require a landlord to reimburse a tenant in the way this Landlord has reimbursed the Tenant in the situation before me.

I find that the Tenant created his own predicament by deciding at the end of April 2019 to move out at the end of May 2019. The Tenant knew of the deadline in advance of changing from Option A to Option B. The Tenant expressed having had difficulties with the Landlord's organization in the four months he had to prepare for the end of the tenancy on May 31, 2019.

I find on a balance of probabilities that the Landlord was reasonable and fair in the way they handled this situation, and that the Tenant received what was promised in the Letter. I find that the Tenant has not provided sufficient evidence to support his Application for more compensation from the Landlord in this situation; therefore, I dismiss the Tenant's Application without leave to reapply.

Conclusion

The Tenant is unsuccessful in his Application for additional compensation from the Landlord in this matter. I found that the Tenant did not provide sufficient evidence that the Landlord failed to provide the compensation offered in ending the tenancy.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 13, 2019

Residential Tenancy Branch