



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF, OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the tenant served the landlords with the notice of hearing package in person. Both parties also confirmed the tenant served the landlord with the submitted documentary evidence in person. Both parties confirmed the landlords served the tenant with their submitted documentary evidence on December 31, 2019 by sliding it under the tenant's door. Neither party raised any service issues. I accept the undisputed affirmed testimony of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

During the hearing both parties confirmed the tenant vacated the rental unit on January 20, 2020 and that possession was no longer an issue. As such, the tenant's application to cancel the 2 month notice is cancelled and requires no further action. The tenant's request for an order for the landlord to comply was also cancelled and requires no further action as the tenancy has ended.

The tenant also filed an amendment adding a monetary claim for \$700.00. The tenant was unable to provide any service details. The landlords argued that neither have been

served with this amendment. As such, this amendment filed by the tenant was dismissed for lack of service.

The tenant also filed a second amendment seeking a monetary claim of \$550.00 for moving costs. Both parties confirmed the tenant served the landlords with this amendment in person on February 11, 2020. Although filed late, the landlords stated that they were able to continue the hearing for this claim.

At the conclusion of the hearing the tenant stated that she has a new mailing address since moving on January 20, 2020. As such, the Residential Tenancy Branch File shall be updated to show the tenant's new mailing address.

#### Issue(s) to be Decided

Is the tenant entitled to a monetary order and recovery of the filing fee?

#### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant seeks a monetary claim of \$650.00 which consists of:

\$550.00	Moving Costs
\$100.00	Filing Fee

The tenant claims that because the landlords served her a 2 month notice to end tenancy dated December 7, 2019 on December 8, 2019 in person for landlord's use of the rental property. The 2 month notice sets out an effective end of tenancy date of February 29, 2020.

Both parties confirmed the content of the 2 months notice dated December 7, 2019 and that the tenant vacated the rental unit on January 20, 2020.

The tenant claims that she was forced to incur a moving expense of \$550.00 due to the landlords' 2 month notice and has submitted a copy of an invoice dated February 6, 2020.

The landlords dispute the tenant's claim arguing that the tenant had chosen to vacate the rental unit and did not challenge the 2 month notice. The landlords stated that they are not responsible for the tenant's moving costs.

Both parties confirmed that there is no signed tenancy agreement and a verbal agreement was made to begin the tenancy. Both parties confirmed that there were no specific fixed term dates agreed to by both parties other than it was the intent of both parties for a long tenancy.

The landlords also argued challenging the authenticity of the moving invoice dated February 6, 2020 for \$550.00. The landlords stated that the date for the invoice was for after the move-out date of January 2020 and that the email provided for on the invoice for the tenant, in fact belongs to the moving company. The landlords also argued that the named moving company does not operate and have a business license in either the municipality of Langley or Vancouver for the provided mailing address.

The tenant clarified that the February 6, 2020 date was the date of when the invoice was produced and that under "comments" the date of January 20, 2020 was placed for the actual moving date.

### 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.

In this case, both parties confirmed that the tenant vacated the rental unit on January 20, 2020 as a result of the landlords serving a 2 months' notice dated December 7, 2019 for landlord's use. Both parties confirmed that no signed tenancy was made, but that a verbal agreement was made for which no specific fixed term was agreed upon other than that both parties wanted a long tenancy relationship. Neither party raised any issues for the landlord's reason for use of the property.

On this basis, I find that the tenant has failed to provide sufficient evidence to satisfy me that the landlords are responsible to pay compensation for moving costs of \$550.00. Both parties provided undisputed affirmed testimony that the tenant chose to vacate the

rental unit on January 20, 2020. I find that the tenant was not forced to vacate and chose to accept the end of tenancy as per the 2 months notice dated December 7, 2019. The tenant's application is dismissed 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: February 20, 2020

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Residential Tenancy Branch