



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover his 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 the tenants served the landlord with the notice of hearing package via Canada Post Registered Mail on March 12, 2020 and the submitted documentary evidence packages on June 24, 2020 via Canada Post Registered Mail and in person on June 29, 2020. Both parties also confirmed the landlord served the tenants with the submitted documentary evidence via Canada Post Registered Mail on June 17, 2020 and put in the landlord's mailbox on June 30, 2020. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation 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.

This tenancy began on November 1, 2017 on a fixed term tenancy ending on October 31, 2018 as per the submitted copy of the signed tenancy agreement dated October 31, 2017. The monthly rent was \$2,000.00 payable on the 1st day of each month. A security deposit of \$1,000.00 was paid on November 1, 2017.

The tenants seek a clarified monetary claim of \$6,750.00 which consists of:

\$385.35	Home Cleaning
\$930.00	Movers labour & Van Rental
\$129.86	Moving Supplies
\$129.86	Paint Supplies
\$1,500.00	Marketing Job
\$1,300.00	Video Job
\$100.00	Application Fee
\$1,150.00	½ Month Rent
\$5,625.00	Total

During the hearing the tenants clarified based upon their submitted copy of the monetary worksheet, the tenants' monetary claim has been lowered to \$5,625.00 from the original \$6,750.00.

The tenants stated that "We received a Notice of End of Employment from our Landlord citing a list of reasons that are untrue. We were forced out from our home to continue our productive lives and protect the well-being of our 16-month baby. Our right to quiet enjoyment was disturbed and our privacy violated, so we didn't feel safe in our home anymore. The pressure started after our baby was born. We are seeking compensation because this situation brought upon us a tremendous amount of stress and financial loss."

Extensive discussions over a 59 minute period with both parties revealed:

The landlord served a notice to end tenancy to the tenants on January 30, 2020. The tenants stated that they did not agree with the stated details of cause and did not file an application for dispute of the notice. The tenants ended their tenancy with the landlord on February 29, 2020 as per the notice to end tenancy.

The tenants argued that they were “unlawfully” and were “forced” to move-out. The tenants stated that they felt unsafe and had no choice but to vacate the premises.

The tenants seek monetary compensation for \$5,625.00 for moving, cleaning and ½ months rent for their new tenancy.

The landlord disputed the tenants’ claims arguing that a valid notice to end tenancy was served. The landlord noted during the hearing that the tenants confirmed receiving the notice but chose not to file an application to dispute it.

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. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I find that the tenants have failed to establish a monetary claim as applied. Although the tenants used the words “unlawful” and “forced” in their descriptions all parties confirmed that the landlord served a notice to end tenancy dated January 30, 2020 on January 30, 2020 which the tenants did not file an application for dispute of and had vacated the rental unit on February 29, 2020. I find that there was no unlawful or forced eviction based upon the undisputed evidence of both parties. Neither party made any references to any of the documentary evidence submitted. The tenants repeatedly stated that they did not agree with the landlord’s reasons for ending the tenancy.

Conclusion

The tenants’ 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: July 07, 2020