



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDC, LRE

Introduction

On August 31, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the following relief:

- to cancel a One Month Notice to End Tenancy for Cause
- for the Landlord to comply with the Act, Regulation or tenancy agreement.
- for money owed or compensation for damage or loss
- to suspend or set conditions on the Landlords right to enter the unit

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant received the One Month Notice and applied to cancel it so that the tenancy may continue. At the start of the hearing the Tenant testified that she moved out of the rental unit On October 1, 2020 prior to this hearing to consider her application.

I find that the tenancy ended pursuant to section 44 of the Act when the Tenant vacated the unit on October 1, 2020. Therefore, there is no need to hear evidence from the parties on whether or not the Landlord has sufficient cause to end the tenancy.

Since the tenancy has ended, the Tenant's claim to dispute the One Month Notice and the claim for the Landlord to comply with the Act, Regulation or tenancy agreement, and to suspend or set conditions on the Landlords right to enter the unit is dismissed.

The hearing proceeded on the Tenant's claim for compensation.

Issues to be Decided

- Is the Tenant entitled to compensation for lost wages?

Background

The Landlord and Tenants both testified that the tenancy began on October 15, 2019, on a month to month basis. Rent in the amount of \$750.00 is to be paid by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$375.00.

The Tenant disputed the One Month Notice on August 31, 2020 within the required time period. The Tenant then vacated the rental unit on October 1, 2020. The Tenant is seeking to be compensated for lost wages on August 31, 2020 and October 15, 2020. The Tenant is seeking compensation of \$140.00 each day.

The Tenant testified that she took a day off work in order to dispute the One Month Notice on August 31, 2020. The Tenant testified that she took a day off work to attend this hearing for the dispute of the One Month Notice and her other claims.

In reply, the Landlord testified that he is not in agreement to pay compensation for lost wages to the Tenant.

Analysis

The party making a claim for compensation against another party bears the burden of proof. Section 7 of the Act provides that if a Landlord or Tenant does not comply with the Act, the regulations, or their tenancy agreement, the non-complying Landlord or Tenant must compensate the other for damage or loss that results.

To be successful with a claim for compensation an applicant must prove:

1. That the other party breached the Act, regulation or tenancy agreement.

2. That the breach caused the party making the application to incur damages or loss as a result of the breach.
3. The value of the loss; and,
4. That the party making the claim took reasonable steps to minimize the damage or loss.

Based on the evidence before me, the testimony of the Landlord and Tenant and on a balance of probabilities, I make the following findings:

I find that the Landlord has a right under the Act to issue a notice to end tenancy. The Tenant had the right to accept the One Month Notice or to dispute it. The Tenant chose to dispute the One Month Notice and this hearing was scheduled.

The Tenant made a decision to vacate the rental unit prior to the hearing to consider her application to cancel the One Month Notice. The Tenant took the day off work to attend a hearing on a matter that had already been determined when the Tenant chose to vacate the unit on October 1, 2020.

I find that the Tenant's claim for wages is not compensable under the Act. The Landlord did not breach the Act by issuing the notice to end tenancy. The Tenant is not entitled to compensation for lost wages for choosing to dispute a notice to end tenancy.

The Tenant's application requesting money owed or compensation for damage or loss is dismissed.

The tenancy has ended. The Landlord has the right to enter the rental unit and change the locks.

Conclusion

The Tenant moved out of the rental unit on October 1, 2020 prior to this hearing to consider her application to cancel the One Month Notice. The tenancy has ended.

The Tenant's claim to recover lost wages for having to dispute the One Month Notice and to attend this hearing is not successful and 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: October 21, 2020