



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, OLC, MNDCT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution made on February 6, 2022. The Tenant applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- an order requiring the Landlord to provide services or facilities required by the tenancy agreement or law;
- an order that the Landlord comply with the Act, Residential Tenancy Regulation, and/or the tenancy agreement;
- a monetary order for compensation for monetary loss or other money owed; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing and was accompanied by BY, her brother. The Landlord was represented at the hearing by JS and GH, agents. All in attendance provided a solemn affirmation.

At the beginning of the hearing, the Tenant advised she had to disconnect from the hearing at about 10:00 a.m. and that BY would continue in her absence. The Tenant disconnected from the hearing at that time and BY provided evidence on her behalf.

No issues were raised during the hearing with respect to service or receipt of the Notice of Dispute Resolution and evidence packages. The parties were in attendance or were represented and were prepared to proceed. Therefore, pursuant to section 71 of the Act, I find the Notice of Dispute Resolution Proceeding and evidence packages were sufficiently served for the purposes of the Act.

The parties were advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

At the beginning of the hearing, the Tenant and BY confirmed the Tenant is no longer seeking an order requiring the Landlord to provide services or facilities required by the tenancy agreement or law, or an order that the Landlord comply with the Act, Residential Tenancy Regulation, and/or the tenancy agreement. These issues have been resolved. The Tenant and BY confirmed the only outstanding issue is compensation.

Issues to be Decided

1. Is the Tenant entitled to an order a monetary order for compensation for monetary loss or other money owed?
2. Is the Tenant entitled to recover the filing fee?

Background and Evidence

The parties agreed the tenancy began on November 1, 2021. Rent of \$2,275.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$1,137.50, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

The Tenant claimed \$3,213.62 (\$4,888.62 - \$1,675.00) as compensation for losses incurred because the rental unit was not ready for her to move in accordance with the tenancy agreement. The Tenant testified she could not move in as planned and had to find alternative accommodation until November 28, 2021. A receipt was submitted in support.

During the hearing, BY, GH, and JS agreed that the Tenant is entitled to compensation as claimed by the Tenant, less the additional cost of \$629.51 for three days of accommodation in October, before the Tenant was entitled to occupy the rental unit. The amount agreed to by the parties is \$2,584.11 ($\$4,888.62 - \$1,675.00 - \$629.51 = \$2,584.11$)

The Tenant also claimed \$2,275.00 for compensation for stress and mental anguish. BY testified that the experience was difficult for the Tenant. She had nowhere to live and felt homeless. BY testified the Tenant was inconsolable when advised the rental unit was not ready to occupy and remained that way until she moved in. BY expressed concern about the Tenant's mental health.

BY also referred to an undated and unsigned letter from SD, a friend of the Tenant. In it, SD states she can "attest to the stress and anxiety [the Tenant] has encountered" and describes issues with construction, security, the fire system.

In reply, the Landlord's agents disputed this aspect of the claim, noting that section 25 of the Additional Terms includes a Tenant acknowledgment that the start date of the tenancy was "estimated only" and was conditional on being granted an occupancy permit. This term also provides that the Tenant would be given "two week's notice of the start date of the term of the tenancy...[and] that the Landlord shall not be responsible for any delay in the commencement of the term of the tenancy and shall not be responsible for, nor reimburse the Tenant for, any costs incurred by the Tenant in respect of or resulting from such delayed commencement."

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

With respect to the Tenant's claim for \$3,213.62, BY, JS, and GH agreed during the hearing that the Tenant is entitled to receive compensation from the Landlord of \$2,584.11, as calculated above. I grant the Tenant a monetary award in the amount of \$2,584.11.

With respect to the Tenant's claim for \$2,275.00 for compensation for stress and mental anguish, I find there is insufficient evidence before me to support this aspect of the claim, such as direct testimony from the Tenant or medical documentation. The only

evidence provided was the testimony of BY, the Tenant's brother, and a letter from SD, a friend. Therefore, this aspect of the Tenant's application is dismissed without leave to reapply.

Having been successful, I find the Tenant is also entitled to recover the filing fee paid to make the application.

The Tenant is granted a monetary order in the amount of \$2,684.11 (\$2,584.11 + \$100.00).

Conclusion

The Tenant is granted a monetary order in the amount of \$2,684.11. The monetary order must be served on the Landlord. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 16, 2022

Residential Tenancy Branch