



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

Page: 1

## **DECISION**

Dispute Codes      MNETC FFT

### Introduction

The tenant seeks \$2,000.00 in compensation from her former landlord, the respondent, pursuant to section 67 of the *Residential Tenancy Act* ("Act"). In addition, the tenant seeks \$100.00 for the filing fee under section 72 of the Act. Both parties attended the hearing, they were affirmed, and no service issues were raised.

### Issue

Is the tenant entitled to compensation?

### Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the issue of this dispute, and to explain the decision, is reproduced below.

The tenant gave evidence that she had entered into a tenancy agreement in late April 2022 for a tenancy that was supposed to begin May 1, 2022. Monthly rent was to be \$2,500.00 and she paid a \$2,000.00 security deposit. No copy of the tenancy agreement was given to the tenant nor was a copy submitted into evidence by either party.

As May 1 approached, the landlord asked the tenant if she could move in a couple of days later. The landlord purportedly needed additional time to clean the rental unit. The tenant agreed. On May 2, the tenant was of the impression that she would be meeting the landlord at the rental unit on May 3 to do a walk-through inspection. However, on May 3, the landlord told the tenant that the tenancy was not going to proceed.

The landlord testified that they put a stop to the tenancy going forward because the tenant had wanted to add lots of conditions to the tenancy agreement. After the landlord consulted with the property owner, they made the decision not to proceed.

Conversely, the tenant disputed this version of events and instead explained that they had not sought any additional conditions. When they asked for a copy of the tenancy agreement the landlord merely remarked that a new copy would be prepared. This never happened.

The tenant seeks \$2,000.00 in compensation for the inconvenience that the landlord's last-minute cancellation of the tenancy caused. The tenant was "new in town" and did not have a place to stay; she had expected, of course, to move into the rental unit.

### Analysis

To determine whether a party is entitled to compensation, there is a four-part test which must be met, and which is based on the above sections of the Act: (1) Was there a breach of the Act, the tenancy agreement, or the regulations by the respondent? (2) Did the applicant suffer a loss because of this breach? (3) Has the amount of the loss been proven? (4) Did the applicant do whatever was reasonable in minimizing their loss?

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

In this dispute, there is no dispute that the parties entered into a tenancy agreement. It is important to note that section 16 of the Act states that the "rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit."

While I do not have a copy of the written tenancy agreement before me to confirm that the landlord put her signature to it, the landlord's own testimony confirms that both parties expected the tenancy to begin May 1, with the tenant moving in a few days later. However, according to the landlord, the tenancy was effectively ended because of conditions that the tenant purportedly wanted to add to the tenancy agreement. Regardless, the tenancy began on May 1, though the tenant never moved into the unit.

A tenancy may only be ended in a manner listed under [section 44](#) of the Act. Here, the landlord simply ended the tenancy by way of a text message, and not, I find, in any manner that complied with the Act. As such, it is my conclusion that the landlord breached both section 44 of the Act and the tenancy.

There is, in my mind, reasonable evidence (as given by the tenant's oral testimony) that she suffered inconvenience from the landlord's last-minute ending of the tenancy. While the tenant did not provide any documentary evidence to support the claim that she had nowhere to live, it is reasonable to conclude that the tenant suffered a loss of having to then spend more time and energy looking for a new place to live. Last, while the tenant *may* have wanted to add additional conditions onto the tenancy agreement, the landlord could have simply said "no," and then proceeded with the tenancy as it was then agreed upon in the written tenancy agreement.

In respect of the amount claimed, \$2,000.00 is a rather arbitrary amount claimed, and is not particularly fixed on any underlying, actual monetary loss. Therefore, while I am not satisfied that the tenant has proven the basis on which \$2,000.00 is being sought, I am satisfied that the landlord's breach of the Act entitles the tenant to a nominal damage award. In this application, the tenant is entitled to a nominal damage award of \$500.00. The tenant is also entitled to recover the cost of the application filing fee in the amount of \$100.00 for a total award of \$600.00.

### Conclusion

**The tenant's application is granted, in part. She is awarded \$600.00.**

The tenant is issued, in conjunction with this Decision, a monetary order in the amount of \$600.00. She must serve a copy of this order on the landlord and she may enforce the monetary order in the Provincial Court of British Columbia, if necessary.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: August 8, 2022

---

Residential Tenancy Branch