



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDCT

Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 49 cancelling a Two-Month Notice to End Tenancy signed on July 29, 2022 (the “Two-Month Notice”); and
- a monetary order pursuant to s. 67 for compensation or other money owed.

S.Z. appeared as the Tenant. P.T. and D.T. appeared as the Landlords.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Tenant advised having served the application on the Landlords, though says no evidence was served in support. The Landlords acknowledge receipt of the Tenant’s application without objection. Based on its acknowledged receipt, I find that pursuant to s. 71(2) of the *Act* the Landlords were sufficiently served with the Tenant’s application.

The Landlords provided no response evidence.

Preliminary Issue – Tenant Vacating the Rental Unit

At the outset of the hearing, I enquired whether the Tenant continued to reside within the rental unit. The Tenant advised that she moved out on November 1, 2022, which was confirmed by the Landlords.

As the Tenant moved out, thereby bringing the tenancy to an end, the question of whether the Two-Month Notice is enforceable is moot. Accordingly, I dismiss the Tenant’s claim under s. 49 of the *Act* without leave to reapply.

Issue to be Decided

- 1) Is the Tenant entitled to monetary compensation?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this decision.

The parties confirmed the following details with respect to the former tenancy:

- The Tenant moved into the rental unit in August 2021.
- The Tenant vacated the rental unit on November 1, 2022.
- Rent of \$850.00 was due on the first day of each month.

In the Tenant's application, she seeks \$5,000.00 in compensation describing the losses as follows:

- I want to compensate all my money which i spend.
- My moving cost
- My case filling cost
- My wage lose during court case and moving
- My rent compensation.

The Tenant testified that in April 2022 the Landlords requested she start to pay rent of \$1,150.00 as her previous rent was too low. The Tenant says that when she refused to do so, the Landlords began to harass her by calling her at work, swearing at her, and otherwise disturbing her peace and quiet. The Tenant testified to feeling very stressed at the time and took time off work and suspended her studies. The Tenant confirms she never paid an amount of rent higher than the \$850.00 set at the beginning of the tenancy.

The Tenant also seeks the cost of moving, which she says was \$200.00. No receipt has been provided by the Tenant.

The Landlords deny requesting increased rent and confirmed that they did not charge the Tenant for her last month's rent. The Landlords say the Tenant has made all of her testimony up.

The Tenant emphasized that the demand for increased rent was made but that these were all verbal. The Tenant says she has audio recordings of her conversations with the Landlords and text messages to prove the demands and the harassment. None have been put into evidence.

Analysis

The Tenant seeks monetary compensation.

Under s. 67 of the *Act*, the Director may order that a party compensate the other if damage or loss result from that party's failure to comply with the *Act*, the regulations, or the tenancy agreement. Policy Guideline #16 sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the *Act*, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.
3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant seeking a monetary award bears the burden of proving their claim.

In this instance, the Tenant has provided no documentary evidence to substantiate her claim that the Landlords conduct constituted a breach of her right to quiet enjoyment under s. 28 of the *Act*. The Tenant makes various allegations that the Landlords otherwise disturbed her peace and quiet, though these are all specifically denied by the Landlords. This is the Tenant's claim. She bears the burden of proving it, which includes proof of a breach of the tenancy agreement, the *Act*, or the Regulations. In this instance, I find that the Tenant has failed to do so.

The claim for monetary compensation is dismissed without leave to reapply.

Conclusion

The tenancy is over as per the confirmation from the Landlords and Tenant. Accordingly, the issue of the enforceability of the Two-Month Notice is moot. The claim under s. 49 of the *Act* is dismissed without leave to reapply.

The Tenant has failed to prove her monetary claim. The claim under s. 67 of the *Act* 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: January 10, 2023

Residential Tenancy Branch