



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding KUMAKEN HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDCT, RR, RP, PSF, LRE, LAT, OLC, FFT

Introduction

This hearing dealt with the Tenant's February 13, 2023 application under the *Residential Tenancy Act* (the Act) for:

- Cancellation of a 10-Day Notice to End Tenancy for Unpaid Rent (the Notice) issued on February 7, 2023, pursuant to section 46
- An order for compensation for monetary loss or other money owed
- An order requiring the landlord to carry out repairs, pursuant to sections 32 and 62.
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.
- An order requiring the landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 27.
- An order to restrict or suspend the landlord's right of entry, under section 70.
- An order of authorization to change the lock, pursuant to sections 31 and 70.
- An order for the landlord to comply with the Act, the Residential Tenancy Regulation and/or tenancy agreement, pursuant to section 62
- An authorization to recover the filing fee for this application, under section 72

Preliminary Issues

- Name of Landlord

The incorrect person was listed as the Landlord in this application, the correct Landlord was added to the application.

- Claims: Cancellation of the Notice, reduced rent for repairs, services or facilities not provided, request for repairs to be made, Landlord to provide services,

suspend Landlord's right to enter the rental unit, authorization to change locks and Landlord to comply with the Act, Regulation or tenancy agreement.

The parties agreed that the Tenant is no longer occupying the rental unit. The Tenant moved out of the rental unit March 15, 2023 and completed the move out inspection on March 27, 2023. Since the tenancy has ended, it is not necessary for me to decide the above listed claims and those claims are dismissed without leave to reapply.

- Evidence

Both parties did not properly serve the bulk of their evidence on the other party. As such, I informed the parties that they could make oral submissions about their evidence rather than relying on the specific documents.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Tenant entitled to compensation for monetary loss or other money owed?
- Is the Tenant entitled to the filing fee?

Facts and Analysis

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and information in this decision.

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

- The tenancy began October 2015 and was for a fixed term then the tenancy continued on a month-to-month basis
- Rent was \$1,461.60 per month and due on the first of the month
- The Landlord collected a \$645.00 security deposit and has returned \$395 plus any interest added to the Tenant.
- \$250.00 was deducted from the security deposit for carpet clearing.
- The Tenant is no longer occupying the rental unit and moved out March 15, 2023.

Is the Landlord entitled to a monetary order for unpaid rent?

As stated above, given that the tenancy has ended I do not need to consider whether the Notice should be cancelled or upheld. I will consider if any unpaid rent is owing by the Tenant

The Tenant testified that in January 2023 all tenants were given a letter that said they could either move out of their rental units in 3 months or come up with the funds to buy the rental unit. The Landlord's Agent SK (the Landlord's Agent) disputed this and stated that the letter was informing tenants of the new landlord and did not require anyone to either move out in 3 months or buy the unit. The Landlord's Agent testified that the letter gave the tenants some options including:

- Buying their unit at a reduced price; or
- If tenants were thinking about moving out, they could sign a voluntary agreement to end tenancy and receive 2 months of rent credit; or
- They could continue living in the unit.

The Landlord's Agent testified that originally the Tenant had no intention of leaving but eventually came to them and said they found a new place to rent and asked for information on how the rental credit worked. The Landlord's Agent informed the Tenant that the Tenant would need to continue paying rent but once the Tenant moved out, they would be given back a credit equivalent to 2 months of rent. The Landlord's Agent also testified that a mutual agreement to end tenancy was never signed and the 2-month rental credit was not given because the Tenant failed to pay rent, which was required to qualify for the credit.

The Landlord's Agent testified that the Notice was issued because the Tenant did not pay rent for February 2023. Also, the Landlord's Agent testified that the Tenant did not pay rent for March 2023. The Tenant does not dispute that rent was not paid for February or March 2023. The Tenant testified that they initiated a stop payment on the rent transfer once they decided to move out of the rental unit and that they do not owe any rent because they never received the rental credit.

I find that the mutual agreement to end tenancy was never signed and as such the Tenant was not entitled to receive any rental credit. Additionally, any rental credit would have been given after the tenancy had ended and would not have been used to cover ongoing rent by a tenant. As such, I find the Landlord is entitled to a monetary order for the unpaid rent for February and March 2023, pursuant to section 55(1.1) of the *Act* in the amount of **\$2,923.20**.

Is the Tenant entitled to compensation for monetary loss or other money owed?

The Tenant argued that they are entitled to \$3,000.00 because when the Landlord took over the building, they were aggressive and pressured them to leave the rental unit. The Tenant further argued that this caused them stress which resulted in health issues and a loss of employment income. The Tenant testified that on average between January 2023 until they moved out, they missed 3 out of 7 days of work per week due to the stress of the Landlord's actions. The Tenant testified that they were not given a reasonable time to move out or find affordable movers. The Tenant stated that they were not informed by the previous building owner that they were selling the building to the new Landlord.

The Landlord Agent testified that the Tenant was not forced to move out and the Tenant was free to continue renting the rental unit if they wanted to.

There is little evidence to support the claim that the new Landlord was forcing everyone to move out of the building. The onus is on the Tenant to show that compensation is owed, and the Tenant has not provided any compelling evidence to support that the Landlord has not complied with the *Act*, *Regulation* or the tenancy agreement and that this has resulted in a loss. Additionally, the Tenant was also not able to prove the amount or the value of the damage or loss. Based on the above, I find that the Tenant is not entitled to any monetary compensation.

Is the Tenant entitled to the filing fee?

Given that the Tenant was not successful in their application, I decline to award them the cost of the filing fee.

Conclusion

The Tenant's application is dismissed, without leave to reapply. The Landlord is granted a monetary order in the above terms. The Monetary order may be filed in the Provincial Court and enforced as an order of that Court.

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: June 09, 2023

Residential Tenancy Branch