



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, LRE, LAT, FF

Introduction

At the start of the hearing, the tenant withdrew many of the claims alleged, and these are all dismissed. The tenant's remaining claim is for a monetary order from the landlord. The tenant seeks to amend and increase this claim to a total of \$3,070.00. The landlord consented to me hearing and considering this claim, as amended.

Issue(s) to be decided

Is the tenant entitled to a monetary order as against the landlord?

Background and Evidence

This tenancy began June 1, 2014. The tenant rents a trailer from the landlord, with monthly rent of \$600.00. A security deposit of \$300.00 was paid. On July 1, 2014, the landlord served the tenant with a Two Month Notice to End Tenancy, effective to end the tenancy October 1, 2014. The tenant has not disputed this Notice.

The tenant claims for a rebate of all past rent paid, for a total of \$1,800.00. She contends that the landlord has advised her that the premises are not safe to live in, although she sees no evidence of such unsafe conditions. However, she claims she should be entitled to her rent back if indeed she has been residing in an unsafe place. The tenant further claims the sum of \$1,200.00 from the landlord, to compensate her for her relocation costs related to the ending of her tenancy. The tenant also seeks reimbursement of the cost of registered mail (\$20.00) and her filing fee (\$50.00) when her tenancy ends.

The landlord testified that the trailer has been safe to this point. However, her husband has recently observed a few feet of erosion under the tenant's deck, related to high tides. This erosion will require the dyke to be raised, which in turn will require the removal of the deck and demolition of the trailer. The Two Month Notice was given for this reason. The landlord further testified the tenant was always aware the tenancy would be short term, and that she would have to move when it ended. The landlord should not be liable for any relocation costs, or for her registered mail and filing fee.

Analysis

The parties provided a significant volume of written evidence in advance of this hearing, all of which I have considered, but at the end of the day the issues are not complex. The first portion of the tenant's claim is for \$1,800.00, representing a rebate of all rents paid

to the end of August, on the basis that the premises have been unsafe. The burden to prove such unsafety lies with the tenant, and no such proof has been provided, outside of the advice given by the landlord's husband of some erosion under the deck. While this may indicate a present or future safety concern, this falls short of proving any past safety issue, or any loss of past quiet enjoyment of the premises by the tenant. On the contrary, it is clear that the tenant has enjoyed the benefit of sleeping, eating and residing in the premises, and has enjoyed the use of the deck. This portion of the claim therefore has been unproven to have merit, and is dismissed.

The tenant further claims for relocation costs of \$1,200.00 from the landlord, now that she has become aware the tenancy will soon end. I accept the landlord's submission that the tenant knew or should have known from the start that this tenancy would not be of long duration, given discussions to that extent between them prior to the start of the tenancy, and accordingly any relocation costs are rightly those of the tenant, not the landlord. This portion of the claim is also dismissed as unproven.

Notwithstanding this determination, I find it important to add that when a landlord issues a Two Month Notice to a tenant, section 51(1) of the *Residential Tenancy Act* stipulates that the tenant is entitled to receive from the landlord on or before in order to be effective date of the landlord's notice an amount that is equivalent to one month's rent. That sum may be obtained by the tenant by withholding the final month's rent (in this case the \$600.00 rent for September), or alternatively can be paid by the landlord to the tenant. While this sum is less than the tenant was seeking, it is at least some funds that can be employed towards her relocation costs when the tenancy ends.

As the tenant is unsuccessful in her claim I decline to award recovery of the filing fee. In terms of the registered mail costs, these types of common costs that relate to the making of a claim must be borne by the party, and are not properly subject to an order under the Act for reimbursement from the other party.

Conclusion

The tenant's claim is dismissed in full.

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: August 27, 2014

Residential Tenancy Branch