



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order as compensation for the equivalent of one month's rent, and damage or loss under the Act, in addition to recovery of the filing fee for this application. Both parties, including the tenant's advocate, participated in the hearing and gave affirmed testimony.

As a result of changes in circumstances subsequent to the tenant's application for dispute resolution, the tenant re-focused the issues dispute. In the result, the tenant set aside the earlier application for cancellation of the notice to end tenancy, an order directing the landlord to return the tenant's personal property, and an order suspending or setting conditions on the landlord's right to enter the rental unit.

Issue to be Decided

- Whether the tenant is entitled to a monetary order under the Act

Background and Evidence

There was no written residential tenancy agreement in this month-to-month tenancy which began on December 1, 2008. Rent in the amount of \$400.00 was payable in advance on the first day of each month. No security deposit or pet damage deposit was collected at the start of tenancy.

Arising from the landlord's intention to sell the house wherein the unit is situated, the landlord issued a one month notice to end tenancy by letter dated January 30, 2009. Following this the tenant vacated the unit on or around February 28, 2009, however, the house currently remains unsold.

Matters of dispute between the parties included, but were not limited to, whether the landlord's manner of giving notice complied with the provisions set out in the Act, whether the landlord was liable for any costs incurred by the tenant for moving her possessions (truck rental and gas allowance), whether the landlord was liable for any damage allegedly sustained by the tenant's belongings during the move, whether the landlord was entitled to reimbursement of costs associated with repairs and / or replacement of a damaged door, deadbolt and door lock, and gas used to transport the tenant's belongings out of the unit.

During the hearing the parties engaged in a conversation in order to try to resolve the matters of dispute.

Analysis

Pursuant to section 63 of the Act, as a result of their discussions during the hearing the parties achieved a settlement of the dispute. Specifically, the parties agreed that the landlord would pay to the tenant the equivalent of one month's rent of \$400.00, that the landlord would reimburse the tenant for the filing fee of \$50.00, and that the landlord would pay approximately half of the tenant's proposal for costs associated with moving her possessions (truck rental and gas allowance) of \$105.00 $[(\$173.58 + \$37.50) \div 2]$. The grand total payment agreed to is \$555.00.

The particulars of payment agreed to between the parties is as follows:

- that the landlord will issue three (3) post-dated cheques made payable to the tenant in the respective amounts and for the dates shown as below:

- | | | |
|------|---------------------|-----------------|
| i) | <i>May 8, 2009</i> | <u>\$200.00</u> |
| ii) | <i>May 22, 2009</i> | <u>\$200.00</u> |
| iii) | <i>June 5, 2009</i> | <u>\$155.00</u> |

- that the landlord will put all three (3) post-dated cheques into the mail to the tenant by no later than midnight, May 1, 2009;
- that the landlord will mail the above three (3) cheques to the tenant in care of the advocate at the advocate's office, whose address was provided to the landlord during the hearing;
- that the above agreement comprises full and final settlement of all aspects of the dispute for both parties.

For the future reference of both parties, statutory provisions, Fact Sheets, forms and other information relevant to the landlord – tenant relationship can be accessed via the website: www.rto.gov.bc.ca

Conclusion

Pursuant to the above agreement I hereby grant the tenant a monetary order under section 67 of the Act for **\$555.00**. Should the landlord fail to make payment, as agreed to and as set out above, the order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: April 28, 2009

Dispute Resolution Officer