



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, O, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$824.98 and the applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for this dispute resolution hearing.

Background and Evidence

The applicant testified that:

- On April 20 she sent the landlord's agent an e-mail pointing out that there were items missing from the rental unit including bed sheets, pillowcases, duvet cover, bath towels, and kitchen towels.
- The landlord's agent verbally gave her the go-ahead to purchase these items however the landlord's agent gave no budget simply stated "do not spend too much".
- The applicant therefore went out and purchased the items that were needed and that were missing from the rental unit at a cost of \$824.98.

- When the invoices were presented to the landlord's agent and deducted from the rent, the landlord's agent responded by stating that the landlord did not accept these charges and that the tenants would have to pay at least \$700.00 of the charges themselves.
- They did not agree to pay these charges as a landlord's agent had agreed to allow them to buy the items and did not put a limit on the amount other than to say "not to spend too much" and they believe they did not spend too much.
- The landlord's agent subsequently requested that the tenants pay half of the amount and that perhaps the landlord would agree to pay to the other half.
- The tenants do not agree to pay any of the amount as the landlord's agent authorized the purchase and they do not believe they spent too much on these items.

The landlord's agent testified that:

- He did agree to allow the tenants to purchase linens for the rental unit however he told the tenant "not to spend too much" and in this case the tenants did spend far more than necessary.
- When presented with the invoice for the purchases the landlord did not agree with the amounts spent and thought that \$100.00 to \$200.00 would be more reasonable.
- He did try to resolve the matter by requesting that the tenant send in a check for one half the amount and that he would attempt to get the landlord to agree to cover the other half however the tenants were not agreeable to this request.
- Since the tenants spent far more than what they consider to be reasonable they do not believe they should have to pay for all the items that were purchased by the tenants.

Analysis

This rental was to be fully furnished and fully supplied rental unit including linens etc. and therefore when the items were missing it was reasonable for the tenant a request that they either are supplied or that they be allowed to purchase the missing items.

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Ministry of Housing and Social Development

Both sides agree that the landlord's agent did authorize the purchase of the missing items; however the problem arises in the fact that the landlord was not specific on how much money they would allow to be spent on these missing items. The landlord's agent only stated "don't spend too much".

Unfortunately this is a very vague statement, as one person's idea of what is too much may be very different from what the others person's idea of what too much is.

By giving the tenants the authority to go and purchase the items themselves without specifying an amount to be spent, the landlords have caused this difficult situation.

It is my decision therefore that the landlords are liable for the full price of the items that were purchased by the tenant as I do not find the amount spent to be unreasonable, nor do I find that the tenant purchased items that were unauthorized.

Conclusion

I therefore find in favour of the tenant for the full amount of \$824.98, and I further order that the respondent bear the \$50.00 cost of the filing fee it was paid for this hearing.

The tenant may therefore deduct \$874.98 from future rent payable to the landlord.

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: September 09, 2009.

Dispute Resolution Officer