

Decision

Dispute Codes: MNDC, OLC

Introduction

This hearing dealt with an application by the tenant for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, and an order instructing the landlord to comply with the Act. The tenant participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the landlord did not appear.

Issues to be decided

- Whether the tenant is entitled to the above under the Act, regulation or tenancy agreement

Background and Evidence

The tenant testified that the parties orally entered into a tenancy agreement in April 2010, pursuant to which the tenant was to move into the unit on May 1, 2010. A ministry “renting or intending to rent” form was completed by the parties and dated April 15, 2010. Subsequently, the ministry sent a cheque payable to the landlord on April 21, 2010, in the amount of \$500.00, which he cashed on April 27, 2010. Thereafter, the tenant was unable to contact the landlord and was not provided with keys in order to gain access to the unit.

The tenant states she got through the month of May with the assistance of family and friends and that effective June 1, 2010, she moved into another rental unit. Accordingly, the application for an order instructing the landlord to comply with the Act by giving the tenant possession of the unit is withdrawn, and the tenant’s application is limited to recovery of rent paid for a unit the tenant was not ultimately able to occupy.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 12 of the Act instructs that **Tenancy agreements include the standard terms**, and provides:

12 The standard terms are terms of every tenancy agreement

(a) whether the tenancy agreement was entered into on or before, or after, January 1, 2004, and

(b) whether or not the tenancy agreement is in writing.

Section 16 of the Act speaks to **Start of rights and obligations under tenancy agreement**, and provides as follows:

16 The rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the unit.

Based on the documentary evidence and undisputed testimony of the tenant, I find that the parties entered into a tenancy agreement in April 2010. I further find that the landlord failed to give possession of the unit to the tenant, in spite of payment to the landlord in the amount of \$500.00. In the result, I find that the tenant has established entitlement to reimbursement of the full amount of rent paid for May, and I therefore grant the tenant a monetary order under section 67 of the Act for \$500.00.

I find there is insufficient evidence to support the tenant's application for additional compensation arising from what she claims are costs incurred for moving and storage.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the tenant in the amount of **\$500.00**. This order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 22, 2010

Dispute Resolution Officer