



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **Decision**

### **Dispute Codes:**

MNDC , MNSD

### **Introduction**

This Dispute Resolution hearing was convened to deal with an Application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act

Both the landlord and the tenants were present and gave testimony.

### **Issue(s) to be Decided**

The tenant was seeking to receive a monetary order for compensation for moving costs, and inconvenience that occurred due to the landlord's failure to comply with the Act and agreement.

The issue to be determined based on the testimony and the evidence was whether the tenant is entitled to monetary compensation under section 67 of the *Act* for damages or loss. The burden of proof was on the applicant.

### **Background and Evidence**

The tenant testified that a tenancy agreement was signed on January 9, 2010 for a move-in date of February 1, 2010 and the landlord permitted the tenant to bring some items earlier and store them on site. The tenant testified that, however, while she was in the process of moving and the movers were on the way to the suite on February 1, the landlord suddenly advised the tenant that the unit was not yet ready, but would be prepared within 3 or 4 days. The tenant moved her possessions into the storage and stayed with a relative. However, by February 12, 2010, when the unit was still not fit to move into, the tenant found another apartment and was forced to again hire movers to

take her things to the new place. The tenant stated that the landlord was verbally abusive and at no time was she offered compensation. The tenant was claiming damages for the landlord's breach of the contract and the Act.

The landlord acknowledged that the agreement was signed for the tenancy to begin on February 1, 2010, but due to matters beyond the landlord's control, he was not able to fulfill the contract. The landlord pointed out that he did not charge the tenant anything for storing her personal possessions for the two week period. The landlord stated that he would have considered offering compensation of some sort but the opportunity did not arise due to the tenant's uncooperative attitude.

### **Analysis**

Section 16 of the Act provides that 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 rental unit. Section 6 of the Act provides that the rights, obligations and prohibitions established under the Act are enforceable between a landlord and tenant under a tenancy agreement and that a landlord or tenant may make an application for dispute resolution if they cannot resolve a dispute.

Section 32 of the Act I find that section 32 of the Act imposes responsibilities on both the landlord and the tenant for the care and cleanliness of a unit. A landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, having regard to the age, character and location of the rental unit to make it suitable for occupation by a tenant.

In regards to an Applicant's right to claim damages from another party, Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Section 67 of the Act grants a dispute Resolution

Officer the authority to determine the amount and to order payment under these circumstances.

It was clear that the landlord was in violation with several provisions of both the Act and the tenancy agreement and that this caused the tenant significant inconvenience and expense in that she had to pay twice for movers, stay at relatives and find another apartment that was fit to live in.

During the hearing a mediated discussion ensued in regards to the quantum of damages that would be acceptable to both parties and a mutual agreement was reached for compensation to the tenant in the amount of \$400.00.

### **Conclusion**

Pursuant to the mutual agreement reached by the parties, I hereby grant a monetary order in favour of the tenant for \$400.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

July 2010

Date of Decision

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Dispute Resolution Officer