

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for a Monetary Order for money owed or compensation for damage or loss under the Residential Tenancy Act (Act), regulation or tenancy agreement.

Service of the hearing documents, by the tenants to the landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on July 08, 2010. Mail receipt numbers were provided by the tenants in their testimony. The landlord was deemed to be served the hearing documents on July 13, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenants appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

Are the tenants entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

This month to month tenancy was due to start on April 01, 2010. The tenants testify that they were transferring from a two bedroom unit to a one bedroom unit within the same building and with the same landlord. Rent for this one bedroom unit was \$930.00 per month.

The tenants testify that the male tenant has resided at the two bedroom unit for approximately 10 years at a monthly rent of \$1,530.00. The tenants claim they were experiencing some financial difficulties and asked the landlord if they could transfer to a one bedroom unit at a reduced rent of \$930.00. The tenants claim the landlord verbally agreed to this and accepted a security deposit from them of \$450.00. The tenants claim they asked the landlord for a tenancy agreement but were told this could not be issued until the day they actually moved in. The tenants state they filled in an application to rent form and arranged to move into the smaller unit on April 01, 2010.

The tenants state that one week before they were due to move the landlord told them they could not move into the smaller unit and handed back their security deposit. The tenants believe it was because the female tenant had a small child. The tenants claim they had to find alternative affordable accommodation and they agreed to the landlords' conditions to move out of the building because they needed a good reference from the landlord for any new rental they could find. The landlords provided good references for the male tenant which states what a good tenant he was throughout the length of his tenancy.

The tenants claim they could not move until June, 2010. They claim they had to continue to pay the higher rent for their two bedroom unit for April, 2010 however in May, 2010 the landlord reduced the rent on this unit to the amount they should have paid for the smaller unit. The tenants state the landlord broke the agreement they had to rent the one bedroom unit from April 01, 2010 and they seek compensation of \$600.00 which would be the difference in the rent for their unit and the smaller unit for April, 2010.

Analysis

The landlord did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the landlord, I have reviewed the tenant's evidence and verbal testimony. It is my decision that it is likely that the landlord and tenants did enter into a verbal agreement to rent the smaller unit at a rent of \$930.00 per month. The landlords accepted a security deposit for this unit and one week before the tenants were supposed to move into the unit, the landlords changed their minds and in a letter to the tenant they state that the application for this unit was not complete and would have been turned down and not approved without giving the tenants a valid reason for doing so.

I find the tenants have therefore established their claim for \$600.00 in compensation for this breach of the verbal agreement and as such they are entitled to a Monetary Order for \$600.00 pursuant to section 67 of the Act.

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants decision will be accompanied by a Monetary Order for \$600.00. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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: July 15, 2010.

Dispute Resolution Officer