



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes AAT, FF, MNDC, OPT

Introduction

Some 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

If this is a request for a monetary order for \$9,682.40 and the applicant is also requesting that the respondent bear the \$100.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- He had signed a one year lease that went to the end of June 2010.
- Since he was not spending a lot of time in the rental unit and was away a lot, he agreed to move out of the rental unit before the end of his lease and allow the landlord to move some other tenants in.
- He had purchased a vacuum cleaner while living in the rental unit at a cost of \$500.00 and although there was nothing in writing, the landlord told him that she would purchase that vacuum cleaner from him for \$500.00, when he vacated.

- He moved out of the rental unit on May 30, 2010, however when he approached the landlord to purchase the vacuum cleaner she refused to do so.
- He had agreed to move out early strictly to accommodate the landlord so that she could move in some new tenants, and then she breached her agreement by failing to purchase the vacuum cleaner.
- As a result of moving out early he also had to pay for accommodation for some guests that were coming to visit.
- He also had to find accommodation for the full month of June 2010 and was unable to enjoy the summer weather in the waterfront rental unit.

Since the landlord breached her agreement he is requesting an order as follows:

Agreed price of vacuum cleaner	\$500.00
Daily rate for alternate accommodation for May 30 and 31st	\$450.00
Alternate accommodation for his guests for two nights	\$432.40
Daily rate for alternate accommodation for himself in similar unit for June 1-15	\$3375.00
Daily rate for alternate accommodation for himself in similar unit for June 16-30	\$4425.00
Filing fee	\$100.00
Total	\$9782.40

Analysis

It is my decision that the applicant has not established any claim against the landlord.

The applicant claims that the landlord had agreed to purchase his vacuum cleaner for \$500.00; however there was nothing in writing, and the landlord denies ever making such an agreement, claiming that she did offer to pay him \$169.00 for it but he refused.

Therefore it is just the applicant and his girlfriend's word against that of the landlord and is my decision that that is not sufficient to meet the burden of proving that the landlord agreed to pay \$500.00 for his vacuum cleaner.

I therefore deny the claim for \$500.00 for the vacuum cleaner.

I also deny the claims for the early moving bonus and for alternate accommodation for himself and his guests. The tenant agreed to move out early and was not evicted or forced to move by the landlord, and there was never any agreement that he would be given any kind of monetary compensation for the agreement to move early.

After moving out one month early of his own free will, the applicant cannot then go back to the landlord and request compensation of over \$9,000.00 for having done so when there was never any agreement that any compensation would be paid.

The applicant even admitted that he agreed to move out early, and that there was never any agreement for any fees to be paid to him for doing so.

The landlord returned the full June 2010 rental payment of \$1600.00 and the full security deposit of \$800.00, and is my decision she is not obligated to pay anything further.



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Conclusion

This application is dismissed in full without leave to reapply.

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 10, 2010.

Dispute Resolution Officer