

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

The landlord did not attend this hearing. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that he handed two copies of his application for dispute resolution package to a representative of the landlord on July 22, 2010. I am satisfied that the tenant served his application to the landlord in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary order? Is the tenant entitled to obtain an order requiring the landlord to comply with the *Act*?

Background and Evidence

This fixed-term tenancy commenced on July 20, 2007. At the completion of the one-year fixed term, the tenant's occupancy converted to a month-to-month tenancy. The tenancy set the monthly rent at \$650.00. The landlord continues to hold the tenant's \$325.00 security deposit paid on July 20, 2007. The tenant continues to live at the rental premises.

The tenant revised his application for a monetary order from \$1,876.00 to \$1,982.00 to reflect his payment of rent since he applied for dispute resolution. He testified that the landlord raised the monthly rent from \$600.00 when he first inspected the premises on

July 16, 2007 to \$650.00 on July 19, 2007 when he agreed to rent these premises. The tenant also testified that the landlord changed the fixed term of the lease from the six-month term he agreed to on July 16 and July 19, 2007, to a one year term when he signed the tenancy agreement on July 20, 2007. The tenant requested a monetary order to reimburse him for \$50.00 in monthly rent overpayment (plus subsequent rent increases) that he claims to have made from July 20, 2007 until September 2010. He testified that he objected to the increased monthly rent and duration of the tenancy agreement at the time but felt that his circumstances required him to accept the landlord's terms. He also asked for an order reducing his current rent to reflect a lowered base rental of \$600.00 per month as of July 20, 2007.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The tenant submitted evidence that between July 16, 2007 and July 19, 2007, he was waiting to hear whether the landlord's check of his references would lead to the approval of his application for tenancy. I am not convinced that the tenant took any irrevocable steps between those dates to rely on renting the premises for \$600.00 per month. He confirmed that he signed the lease on July 20, 2007 for a one-year fixed-term tenancy, the day after he learned that the monthly rent would be \$650.00.

I am not satisfied that the tenant has provided sufficient evidence to demonstrate his entitlement to a monetary order. If the tenant disagreed with the rental amount requested by the landlord three days after he first viewed the rental unit, he did not have

to sign this tenancy agreement. He did not apply for dispute resolution regarding this matter until three years later. By signing this agreement on July 20, 2007, I find that the tenant accepted the terms of the tenancy agreement, including the monthly rent and the length of the term of the tenancy. I dismiss the tenant's application for a monetary Order and issue no order to the landlord to reduce the tenant's current monthly rent.

Conclusion

I dismiss the tenant's application for a monetary Order. I dismiss the tenant's application for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement.

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*.