



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes DRI, MNDC, LAT

Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase and for money owed or compensation due to damage or loss. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began March 2011 with monthly rent of \$650.00; the tenant paid a security deposit of \$287.50.

The tenant testified that he was interested in renting a first floor suite at \$575.00 per month. When the tenant went to the building to see the suite the landlord advised him that the ground floor suite had been rented but that there was a suite available on the third floor. The tenant stated that he viewed and agreed to rent the third floor suite but that at no time did the landlord tell him that the third floor suite rented for \$650.00 per month.

The tenant completed his shelter information based on the ad for the lower unit which rented for \$575.00 per month and stated that he did not know the rent on the third floor suite was \$650.00 until two days later when he went to pay the security deposit and rent. The tenant is requesting to change the locks on the third floor suite he is renting as he now does not trust his landlord. The tenant in this application is requesting to have the rent for the third floor suite reduced to \$575.00 and is seeking compensation in the amount of \$75.00.

The landlord testified that the tenant came to the apartment building to look at a suite on the first floor that was rented for \$575.00 per month, however that suite was already rented and the tenant agreed to look at a suite on the third floor with a monthly rent of \$650.00. The landlord stated that he advised the tenant that the rent for the upper floors was more as those units have balconies and the ground floor units do not.

The landlord stated that the tenant agreed to rent the third floor suite but when it came time to pay the rent, the tenant paid \$575.00 which is the amount of rent for the first floor suite. The landlord stated that he attempted to explain the cost difference between the first floor and third floor suites but that the tenant was firm in believing that he should get the third floor suite for the \$575.00 rent of the first floor suite.

The landlord stated that he currently has a tenant on the first floor that would like to move to the third floor. The landlord has offered the tenant to relocate to unit 101 where his rent would be \$575.00 per month. The landlord and tenant in this hearing agreed that the tenant would exchange suites with the tenant in unit 101 and that this move will take place by April 1, 2011.

Both parties understand that upon vacancy the units need to be cleaned and left in good condition by the respective tenants and that a tenancy agreement must be signed.

Analysis

Testimony shows that there has been a communication issue between the parties which may have led to the confusion regarding the amount of rent to be paid. I do not however believe that the landlord purposely misled the tenant therefore the tenant's request for a rent reduction, compensation and to change the locks are hereby dismissed.

In accordance with Section 63 (1), (2) of the *Act*, a settlement has been reached between the parties in this hearing. The landlord and tenant have agreed that the tenant will move into unit 101 effective April 1, 2011 and that the rent in unit 101 shall be \$575.00.

The landlord currently holds a security deposit in the appropriate amount for unit 101 and the tenant acknowledged that he is required to and would sign the tenancy agreement for unit 101.

Conclusion

A settlement has been reached between the parties whereby the tenant will relocate to unit 101 by April 1, 2011 and that the rent for unit 101 shall be \$575.00.

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: March 24, 2011.

Residential Tenancy Branch