



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, RPP*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$1,000.00, for the inconvenience he experienced after the landlord did not allow him to move in, for the return of the security deposit and his personal belongings. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the tenant informed me that he had received his security deposit and his personal belongings. Accordingly, this hearing only dealt with the tenant's claim for compensation.

### **Issues to be decided**

Did the tenant suffer a monetary loss and inconvenience due to the actions of the landlord?

### **Background and Evidence**

The parties entered into a tenancy agreement on February 22, 2012. The tenancy was due to start on March 01, 2012. The tenant stated that he paid the landlord \$40.00 on February 22, to secure the rental unit for him. The landlord stated that he agreed to hold the unit and allowed the tenant to move in prior to March 01, after he spoke with the tenant regarding his employment.

The testimony of both parties differed regarding this conversation. The landlord stated that the tenant told him that he was employed but informed him later, while moving in some belongings that he was looking for work. The tenant denied having told the landlord that he was employed and stated that he requested the landlord to sign a form that would entitle him to social assistance, which he did.

The landlord stated that when he found out that the tenant was unemployed, he told the tenant that he would not be renting the unit to him. The landlord returned the tenant's security deposit and allowed him to remove his belongings. The tenant took his belongings on February 29 and found alternative accommodation for March 01, 2012.

The tenant is claiming \$1,000.00 as compensation for the inconvenience he suffered due to the actions of the landlord.

### **Analysis**

Based on the verbal testimony of both parties, I find that the landlord rented the unit to the tenant based on his ability to pay rent from employment. Since language was a barrier, it is possible that there was a misunderstanding on the part of the landlord regarding the tenant's employment status.

However, having accepted a portion of the security deposit, the parties had entered into a tenancy agreement and the landlord breached the agreement by not allowing the tenant to move in. The tenant received his security deposit and his personal belongings and found alternative accommodation for March 01, thereby not suffering any financial loss.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

The tenant paid \$40.00 towards a security deposit and therefore based on the above, I find it appropriate to award the tenant \$40.00 as a nominal award for the inconvenience he suffered.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$40.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$40.00**.

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: May 03, 2012.

---

Residential Tenancy Branch