

DECISION

Dispute Codes DRI, MNDC, FF

Introduction

This is an application filed by the Tenant to dispute an additional rent increase, request a monetary order for money owed or compensation for damage or loss and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the notice of hearing and submitted evidence, I am satisfied that both parties have been properly served.

The Landlord raised an issue of jurisdiction at the beginning of the hearing that the claim being sought were for a third party, B.B.. The Tenant clarified that B.B. was her partner and that these were costs that the two of them incurred. On this basis, I find that there is jurisdiction and the hearing shall proceed.

It was clarified with the Tenant that her request to dispute an additional rent increase is withdrawn as she states that although the Landlord wanted an increase, she did not pay one and moved. As such, no rent increase was incurred. No further action is required for this portion of the claim.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

The Tenant seeks a monetary order for \$2,110.00 which consists of a claim for \$1,600.00 for room and board for October and November of 2011 for B.B. as provided in a letter from S.I. The Tenant also seeks \$300.00 for moving costs of B.B. to move his things into her manufactured home on October 14, 2011 and then again on November 30, 2011 to their new home. The Tenant also seeks \$104.25 in gas charges for the moving.

Both parties agreed that the Tenant gave notice to the Landlord that she wished for B.B. to become part of the Tenancy. Both parties met and the Landlord made an offer to

accept B.B. into the Tenancy, but the Tenant declined. The Tenant states that she did not accept the offer made by the Landlord and then gave notice to withdraw her request as she feared that the Landlord may impede her intentions to sell her manufactured home. The Landlord disputes this.

Analysis

I find that the Tenant has failed to establish a claim that the Landlord was responsible for the expenses incurred. The Tenant stated in her direct testimony that she withdrew her request and chose to move as well as sell her manufactured home. The Tenant's claim that the Landlord would impede the sale of her home is disputed and unproven. I find that the Tenant has failed to provide me sufficient evidence to satisfy me that the Landlord was responsible for these costs. The Tenant's application is dismissed.

Conclusion

The Tenant's application is dismissed 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: January 08, 2013.

Residential Tenancy Branch

