



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, RP, OLC, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order in the amount of \$487.50 for a move in bonus plus \$50.00 for the filing fee. The tenant also applied for an order directing the landlord to comply with the *Act* and carry out repairs. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to compensation and an order directing the landlord to comply with the *Act* and carry out repairs?

Background and Evidence

The tenancy started on March 01, 2012. The monthly rent is \$975.00. Prior to moving in the tenant paid a security deposit of \$487.50.

The tenant stated that the landlord had advertised a bonus for signing a one year lease. On March 01, the tenant signed a one year lease. The tenant filed a copy of the advertisement regarding the bonus which stated that the tenant would be entitled to a half month's rent or a \$200.00 food voucher. This advertisement is dated April 2012 which is after the tenant moved in. The tenant stated that she did not have a copy of the promotion that was offered at the time she signed the lease because, the website gets updated and the old advertisements are no longer available. The tenant did agree that she received a \$200.00 bonus, but argues that she was entitled to \$487.50.

The landlord stated that at the time the tenant moved in, she signed an addendum to the tenancy agreement that gave her \$200.00 move in bonus. The landlord filed a copy of the addendum. The tenant stated that the manager at that time, who has since been fired, realized that the tenant was entitled to \$487.50 and provided her with a second addendum that was signed by both parties for this new amount. The tenant did not have a copy of this addendum. The landlord stated that there was one only one addendum on the tenant's file, for a move in bonus of \$200.00. The landlord added that the tenant was behind with rent payments and that is why this bonus was not given to her earlier.

The landlord promised the tenant that she would be awarded the bonus once she was caught up on rent. At the time of the hearing, the tenant was caught up on rent and had been awarded the \$200.00 move in bonus.

The tenant has also applied for an order directing the landlord to fix the stove, the glass pane and the door. The tenant agreed that the landlord has already fixed the stove and has a tradesperson booked to fix the glass on November 07. The landlord also stated that she will be making arrangements to have the door repaired.

Analysis

Based on the verbal testimony and the documentary evidence filed by both parties, I find that the tenant signed the addendum to the tenancy agreement, acknowledging the move in bonus in the amount of \$200.00. The tenant agreed that she has already received \$200.00. The tenant argued that she was promised \$487.50 but the documentary evidence signed by the tenant indicates that a move in bonus of \$200.00 was promised to the tenant. Therefore I find that the tenant's application for a bonus in the amount of \$487.50 must be dismissed.

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

The tenant agreed that the landlord had started the repairs. I order the landlord to repair the door within four weeks of the receipt of this decision. The tenant has not proven her case and must bear the cost of filing this application.

Conclusion

I order the landlord to repair the door within four weeks of receipt of this decision. The remainder of the tenant's application is dismissed.

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: November 06, 2012.

Residential Tenancy Branch

