



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC, FF

Introduction

This hearing was convened in response to an application filed by the tenant seeking money owed or compensation for loss under the Act, regulation or tenancy agreement, and to recover the filing fee.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing, and attempt to mutually resolve and settle their dispute. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. Both parties acknowledged receiving the other's evidence.

Issue(s) to be determined

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The undisputed relevant evidence in this matter is that, due to differences between the parties respecting this tenancy, the parties ended their tenancy by written mutual agreement and that the tenant and landlord made a verbal agreement that the landlord would subsequently pay the tenant for their moving costs. The tenant subsequently provided the landlord with an invoice for moving costs and the landlord determined they would not pay the amount requested by the tenant.

The landlord disputes the *authenticity* of the tenant's invoice – claiming the tenant made up the invoice. However, the testimony of the landlord is that even if they would now accept the tenant's invoice as authentic in the total amount of \$530.88, their primary and relevant motive for not accepting the invoice is that the amount which the tenant requests for re-imbursement is more than what the landlord asserts the parties agreed, and that their primary dispute in this matter is the amount of the tenant's claim. The landlord testified the parties agreed on "2 – 2 ½ hours of moving", as the landlord was mindful of their budgetary confines. The tenant claims the landlord's agreement did not

specify a time amount for the move – but it was understood the move would occur at month's end, and the move was to accommodations to a distance within the same community.

The tenant testified they made certain enquiries and determined the hourly rate for their choice of movers was no more or no less costly than other movers. The landlord provided evidence of local classifieds purporting to offer moving services **from** an amount \$34 - \$39 less than the tenant's choice of movers' hourly rate of \$79.00, plus *travel time*, from east Vancouver, BC.

The landlord provided a witness – an associate of the landlord - who under affirmation provided sworn testimony that they were present with the parties and heard the parties agree to 2 hours of moving time – to which the tenant disagrees the witness was even present during any discussion respecting the agreed amount of moving time.

Analysis

I find that for reasons which do not need to be considered, the parties agreed to resolve their differences and end the tenancy with further agreement for moving costs. I find that *common law* respects matters related to residential tenancies and as such agreements of matters respecting a tenancy are within my jurisdiction. The parties now dispute an agreement, and I am tasked with determining, on preponderance of the evidence and on balance of probabilities, the credibility of the parties' evidence.

I find the landlord's evidence that they would not agree to pay for moving costs without any practical or budget parameters, to be *reasonable*. I do not find the tenant's premise credible that the landlord would accept to pay for the tenant's move at any cost. I accept the landlord's witness' testimony to the extent that the witness was also cognoscente of the landlord's constraints in extending the agreement to pay for moving. As a result, I *prefer* the evidence of the landlord that the agreement for the landlord to reimburse the tenant for moving costs was for up to 2 ½ hours of moving. Having determined this, I find the landlord must accept the additional feature of *travel time*, and *sales tax*. As a result, I find the landlord owes the tenant as follows;

2.5 hours @ \$79.00	\$197.50
Travel time - 1 hour @ \$79.00	\$ 79.00
Sales tax @ 12%	\$ 33.18
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	\$309.68

As the tenant was successful in their claim they are entitled to recover the filing fee of \$50.00 - for a total entitlement of **\$359.68**. I grant the tenant a Monetary Order in this amount, without leave to reapply.

Conclusion

The tenant's application is, in part, **granted**, without leave to reapply.

I grant the tenant an Order under Section 67 of the Act for the amount of **\$359.68**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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 09, 2013

Residential Tenancy Branch

