



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF SS O

Introduction

This hearing dealt with an application by the tenant for monetary compensation. The tenant, the owner, a translator and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing the landlord requested an adjournment, on the basis that the landlord had received the tenant's hearing package on February 27, 2013. The hearing convened on April 23, 2013. I denied the adjournment, as the landlord had received notice of the hearing and the tenant's evidence nearly two months before the hearing, and the landlord would not have presented any evidence that they could not present through testimony in the hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The parties agreed that on October 11, 2012 the tenant and an agent for the landlord signed a tenancy agreement for a fixed term tenancy of 12.5 months, to begin on October 19, 2012. The monthly rent was to be \$550. On October 18, 2012 the landlord contacted the tenant and told him that the landlord no longer wanted to rent the unit. One week later the landlord offered the tenant a different two-bedroom suite in the house for \$600 per month, but the tenant declined. The tenant stated that he felt that the landlord-tenant relationship was off to a bad start, and he did not think he should rent from them.

The tenant has claimed the following compensation:

- 1) \$300 for rent that the tenant had to pay to his previous landlord to stay in his unit until the end of October 2012
- 2) \$108.14 for storage fees, as the tenant had to extend the time to store his belongings
- 3) \$600 for the difference in rent of \$50 per month for twelve months, as the tenant ended up renting a new unit for \$600 per month.

The landlord's response was as follows. The agent for the landlord signed the tenancy agreement with the tenant, but then a member of the landlord's family rented the unit to someone else. The landlord tried to mitigate by offering the tenant the two-bedroom suite at a reduced rent that was below market price. The tenant would have had to pay \$219 in pro-rated rent for October 19 through 31, 2012 if he had moved into the landlord's unit, so the tenant is only entitled to the difference of \$81 for the remainder of October 2012 rent. The landlord acknowledged that the tenant should be reimbursed for his additional storage costs. The tenant should not be compensated \$50 per month for the year of the contract, as the \$550 rent for the unit did not include laundry or other amenities that the tenant stated that the \$600 rent for his new unit does include.

Analysis

I find that the tenant is entitled to his storage costs of \$108.14, as the tenant needed to store his possessions for additional time between moves. I find that the tenant would have paid pro-rated rent of \$219 for the latter part of October 2012, so he is entitled to the \$81 difference he paid for that time. I find that as the tenant gained additional amenities in his new unit, he is not entitled to reimbursement of the full difference of \$50 per month in rent for his new unit. However, I find that he is entitled to some compensation for the difference in rent, in the amount of \$25 per month for the twelve months of the fixed-term tenancy, in the amount of \$300.

As the tenant's application was mostly successful, he is entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$539.14. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 6, 2013

Residential Tenancy Branch

