



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPE, OPB, MNR, FF, CNE, LRE, MNDC, O, OLC

Introduction

There are applications filed by both parties. The Landlord has made an application for an order of possession, a monetary order for unpaid rent or utilities and recovery of the filing fee. The Tenant has made an application for an order cancelling the notice to end tenancy issued for end of employment, an order to control the Landlord's right to enter the rental unit, a monetary order for money owed or compensation for damage or loss, an order for the Landlord to comply with the Act and recovery of the filing fee.

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

At the beginning of the hearing both parties clarified that the Tenants have vacated the rental unit as of June 1, 2013 and have withdrawn their applications regarding possession and access. Both parties confirmed that the only remaining issues are the monetary claims made. No further action regarding possession is required.

During the hearing the Tenants provided a new forwarding address for delivery of the decision. The address shall be updated on the application to reflect this change.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties agreed that this Tenancy began upon entering into a barter agreement signed on April 13, 2013 by the Tenants and April 14, 2013 by the Landlords. No security deposit was required. This Agreement states that, "The Owners shall provide and maintain the basement suite, free of charge in a reasonable state of decoration and repair suitable for occupation. Suite will include the following: Water, Electricity, Heat, Furniture: computer desk, Stove and Oven, Dishwasher, Refrigerator, Carpets, Window Coverings, Internet and Storage." In exchange the Tenants, C.L. and E.M. would provide, "Dog Nanny duties (4hr/day) will be divided 50/50 between the above mentioned Acceptant(s) in a schedule of their own agreement. Dog Nanny duties: Keep track of your time that you spend with the dogs (15 min each week), Feed and provide water for the dogs (15 min per feeding), Pee break and pick up any dog waste you see in the yard (15 min per session), Shop for dog food, treats and toys (30 min or as required), Provide 1 hour daily walk (or equivalent outdoor time-1hr+ travel time up to 3hrs total), Drive to and from off leash parks required for walks (in the owner's van-1.5 hr min), Drying off the dogs when necessary (15 min), Administer medications to the dogs (5 min), Take them to the vet when they need to go (1 hr or as required), wash and groom the dogs: nails/ears/teeth/fur (1 hr each per dog), weekly email communication (hours logged) and calendar updates (15 min)." The Agreement also states that the tenancy shall be available to the Tenants, "The basement suite will be provided by the owners on: Elisse moved in March 9th, Claire moved in March 30th, the Tenants will begin caring for the dogs on: February, Full responsibilities outlined in this document started on April 1, 2013. Additional terms: With the exception of terms of payment, and unless otherwise stated, all other applicable tenancy rules and regulations apply. Cancellation of the agreement requires 2 month's written notice from either the Owners or the Tenants."

The Landlords seek a monetary claim of \$800.00 which is for the loss of rental income from May 15 to June 1, 2013 (two weeks). The Landlord states that this is because the Tenants vacated the rental unit on June 1, 2013 instead of May 15, 2013 which was the agreed upon end of tenancy/end of employment. The Tenant disputes this claim. Both parties agreed that the employment ended on May 15, 2013. The Landlord relies on a advertisement for rental regarding for the rental for \$1,600.00 per month dated May 21, 2013 and an email excerpt with the Tenants that states, "We figured that if we rented out basement suite out it would go for well over \$1,600.00". The Landlord states that since the Tenant's overheld the rental unit by two weeks, they are seeking the recovery of ½ months rent.

The Tenants seeks a monetary claim for \$1,540.00. The claim consists of \$86.50 for U-Haul move-in costs, \$150.00 for mover costs, \$147.00 for Canada Post Mail Forwarding of the Tenant's business move-in costs, \$599.32 for the Tenant, E.M.'s expenses and \$255.59 for the Tenant, C.L.'s expenses.

During the hearing, both parties agreed that the Landlord would pay the Tenant, E.M.'s monetary claim for \$599.32 for expenses. The Landlord has also conceded the following expenses from C.L. of \$11.19 for bandages, \$22.39 disposable booties, \$100.00 of gas for the van and \$13.42 (\$11.99 plus 12% tax) for an apple spray. The Tenants state that the Landlord pre-authorized the expenses as per the signed agreement, "Shop for dog food, treats and toys (30 min or as required)". The Landlord disputes this claim stating that all the Tenant had to do was communicate the extra expenses and that cheaper options were available as well as the Landlord already had another dog collar available. The Landlord also confirmed that upon receipt of original receipts for expenses for the dogs, that the Tenants would be reimbursed.

Analysis

The Landlord has established a claim for recovery of ½ months rent as it is clear that the Tenants overheld the rental unit by two weeks. However, the Landlords have failed to provide sufficient evidence as to what the value of ½ months rent would equal to. The Landlord relies on a new advertisement for rent dated May 21, 2013 after the tenancy and an email excerpt with the Tenants which states, "We figured that if we rented out basement suite out it would go for well over \$1,600.00." The Landlord failed to establish a value for the rental in the agreement. Without sufficient evidence to support the monetary amount, I find on a balance of probabilities that the Landlord's monthly rent amount is excessive. I therefore grant a nominal award for \$700.00.

The Landlord has established a monetary claim of \$700.00.

I find that the Tenant's have failed to provide sufficient evidence to satisfy me that the Landlord's were negligent in ending the tenancy/employment. The agreement clearly shows that either party upon 2 months written notice may end the agreement for tenancy/employment. May 15, 2013 was the confirmed date by both parties for the tenancy/employment to end. The Tenant's claims for recovery of move-in and move-out expenses for mail forwarding for both Tenant's are dismissed.

As for the Tenant's claim for recovery of expenses for replacement of a toy and two dog collars, I find that the Tenants have established a claim. I am satisfied that a practice based upon the agreement by both parties that the Landlord's would reimburse them for any expenses to "Shop for dog food, treats and toys" has been made out. The Landlord has failed to provide sufficient evidence of any restrictions/rules for expenses. The Tenants have established a monetary claim for \$106.74. This is for the expenses of two dog collars (\$49.25 and \$40.30) and a replacement toy (\$16.99).

The Landlord has conceded the Tenant's monetary claim of \$746.32 for expenses. The Tenant has established a total monetary claim of \$843.06.

As both parties have been successful in their applications, I decline to order the recovery of the filing fee for both parties.

In offsetting these claims, I find that the Tenants are entitled to a monetary order of \$153.06.

Conclusion

The Tenants are granted a monetary order for \$153.06.

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: June 18, 2013

Residential Tenancy Branch