



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNDC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on April 29, 2015. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to a monetary order and if so how much?

### Background and Evidence

In July 2012 the tenant approached the landlord about renting an apartment. The landlord rented one bedroom apartments for \$400 per month and bachelor apartments for \$375 per month. It was initially thought the tenant would rent a one bedroom apartment for \$400 a month and the Intent to Rent form given to the Ministry was filled out with that in mind. However, the tenant did not wish to rent the one bedroom apartment on the ground floor because of security concerns. Instead he rented a bachelor apartment on the second floor and has lived in that apartment since the start of the tenancy.. The tenancy agreement is in writing and it provides that the rent is \$375 per month payable in advance. It also indicates that a security deposit of \$200 was paid on July 23, 2012.

The tenant has paid rent of \$400 per month since the start of the tenancy although the tenancy agreement provides that the rent is to be \$375 for the rental unit.

Analysis

After carefully considering all of the evidence I determined the tenant is entitled to a monetary order in the sum of \$950 for reimbursement of rent paid from August 1, 2012 to October 31, 2015.. The relationship between the parties is governed by the tenancy agreement and not the Intent to Rent form given to the Ministry. Bachelor suites were rented for \$375 per month. The tenant rented a bachelor suite and the written tenancy agreement indicates the rent is \$375 per month. Neither party presented a sufficient reason why the Ministry could not be contacted and advised of the actual rent. The landlord failed to establish just cause why the landlord might be entitled to keep this over-payment. **As a result I ordered the landlord(s) to pay to the tenant the sum of \$950.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: October 05, 2015

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Residential Tenancy Branch

