



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Zoro Holdings Ltd. and Rockwell Mngement  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This was a hearing with respect to the tenant's application for a monetary award. The hearing was conducted by conference call. The tenant and the landlord's named representatives called in and participated in the hearing. The parties exchanged documentary evidence before the hearing.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award as a refund of rent paid for the month of June, 2016?

### Background and Evidence

The rental unit is an apartment in Vancouver. The tenant testified that she responded to an advertisement on the internet and attended at the rental property on May 18, 2016 to view an advertised apartment. She testified that the landlord's representative showed her two apartments that had been recently renovated before he showed her the actual rental unit which was dirty, damaged and in need of extensive repairs and renovations. The landlord's representative assured the tenant that the rental unit would be fully renovated and move-in ready by June 1, 2016. Based on that assurance, the tenant signed a tenancy agreement for a one year term commencing June 1, 2016 at a monthly rent of \$1,350.00. She paid the landlord a security deposit of \$675.00 and rent for the month of June in the amount of \$1,350.00.

The tenant said that when she arrived at the rental unit on June 1<sup>st</sup> it was not fully renovated as promised and was not fit to move in. Mr. C.Z., the landlord's property manager inspected the rental unit and he agreed that it was not ready to move in. He prepared a list of the things that needed to be done and assured the tenant that they

would be completed for her to move in on Monday June 6<sup>th</sup> and the landlord would give her a rent rebate for the first week of her tenancy. The tenant agreed with the proposal. Late in the evening on Sunday, June 5<sup>th</sup> the tenant inspected the rental unit to see if it would be ready for move in the next morning. She discovered that virtually none of the promised work had been completed. She testified that on June 6, 2016 she met with Mr. C.Z. at the rental property. He acknowledged to the tenant that the unit was not ready and agreed to cancel the rental contract and arrange for the landlord to refund her rent payment and security deposit. The tenant submitted pictures and statements setting out the deficiencies in the rental unit on June 1<sup>st</sup>. She submitted a copy letter written by Mr. C.Z. In his letter Mr. C.Z. said that he was the landlord's property manager on June 1<sup>st</sup> when the tenant was supposed to move into the rental unit. He said that the tenant did not move in due to ongoing renovation in the unit. He confirmed that he agreed to cancel the landlord's tenancy agreement with the tenant. He said that the tenant's security deposit was returned to her but she never received a refund of her rent for June although he tried to get the landlord to issue a cheque to her. Mr. C.Z. no longer works for the landlord.

The landlord's representative testified at the hearing that the landlord did not approve the letter written by Mr. C.Z. and did not authorize him to cancel the tenancy agreement. The landlord's representative confirmed that the unit was rented to other tenants the day after June 6<sup>th</sup> when the tenant refused to move in and the landlord did receive a rent payment from another occupant for a portion of June.

### Analysis

The tenancy agreement signed by the tenant on May 17, 2016 was supposed to begin on June 1, 2016. I accept the tenant's documentary evidence and her testimony that there were numerous deficiencies and it was not ready for occupancy on June 1<sup>st</sup>. The tenant testified that on June 6<sup>th</sup> Mr. C.Z. the landlord's property manager agreed that the tenancy agreement would be cancelled and her rent refunded. Mr. C.Z. provided a letter confirming the tenant's evidence and acknowledging that as the landlord's property manager, he agreed to the cancellation of the tenancy agreement and the refund to the tenant of her June rent payment. I find that Mr. C.Z. was acting as the landlord's agent when he agreed to cancel the tenancy agreement and refund the tenant's rent payment. The tenant accepted that C.Z. had authority to act on behalf of the landlord and I find that the landlord is bound by the agreement that he made with the tenant and that it may not now recant or disavow the agreement by its agent to rescind the tenancy agreement and refund the rent payment.

I allow the tenant's claim and grant her a monetary award in the amount of \$1,350.00. the tenant is entitled to recover the \$100.00 filing fee for her application for a total award of \$1,450.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The tenant's application is allowed and she has been granted a monetary award in the amount stated.

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: January 31, 2017

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Residential Tenancy Branch