



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DINOMITE PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC FF

Introduction:

Both parties attended and gave sworn testimony. The tenant said that she served the Application for Dispute Resolution on the landlord by registered mail and the landlord agreed she got it. I find that the landlord is served with the Application according to section 89 of the Act. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 32, and 67 for damages and for compensation by a monetary order to comply with the agreement made with the city' on the relocation plan; and
- b) To obtain compensation for items lost due to an explosion that destroyed her unit.

Issue(s) to be Decided:

Has the tenant proved on a balance of probabilities that she is entitled to compensation as claimed?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. They confirmed the tenancy commenced in March 2015, that monthly rent was \$850 and a security deposit of \$425 was paid.

The property was to be demolished and redeveloped and the landlords and city worked on plans. The tenant said she received a letter stating in part she was

- To receive 2 months free rent
- To receive \$750 towards moving expenses.

The parties agreed this was the wording of the relevant clause in the letter. The landlord said they consulted with someone at the city and concluded they should only

reimburse the tenant for her actual moving expenses which she receipted. They got a receipt for \$245.44 and duly sent her a cheque for that amount. The tenant claims the letter promised her \$750 for her moving expenses and she claims the balance of \$504.56.

The tenant also claims \$75 for the loss of a slow cooker that she was unable to recover due to a gas explosion and entrance to the building being barred. The landlord said he would give this to her if she agreed to meet him. She said she waived the other claims that she might have (total \$890.56 on her application), other than the filing fee.

On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find a plain language interpretation of the letter signed by the landlord was that the tenant was to receive \$750 for moving expenses. I find the relevant clause in the letter read "We will provide you with \$750 towards moving expenses". I find the promise was not qualified by requirement that it be actual cost of movers or based on receipts provided. I take note that expenses of moving may not be limited to actual cost of a moving truck or other receipts. While someone in the City may have advised the landlord to interpret the letter as "up to \$750 towards moving expenses", I find this is not the plain wording of the agreement. I find the landlord violated their agreement by not paying the tenant as promised. While they may have considered she had sufficient compensation with two months free rent as the landlord suggested, I find the promise of \$750 was not tied to the two months free rent. The promise of the two months free rent was a separate clause. I find the tenant entitled to compensation of \$504.54 which is the balance of the monies promised to her.

Regarding compensation for the slow cooker, I find insufficient evidence of its value or that the landlord caused this loss by any violation. I dismiss this portion of her claim. I also note the landlord has promised to meet her and give her this item.

Conclusion:

I find the tenant is entitled to a monetary order as calculated below and to recover filing fees paid for this application.

Calculation of Monetary Award:

Balance of promised payment	504.54
Filing fee	100.00
Total Monetary Order to Tenant	604.54

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: September 12, 2017

Residential Tenancy Branch