



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDCT, FFT

### Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on August 12, 2019 she sent the Dispute Resolution Package and evidence the Tenant submitted with to the Residential Tenancy Branch on August 08, 2019 to the Landlord, text message. She stated that she has a Substitute Service Order from the Residential Tenancy Branch authorizing her to serve these documents to the Landlord, by text message. She stated that she sent the documents to the phone number on the first page of the Substitute Service Order.

The Tenant submitted screen shots of documents sent to the Landlord on August 12, 2019.

Residential Tenancy Branch records show that on August 09, 2019 a Residential Tenancy Branch Adjudicator authorized the Tenant to serve the Application for Dispute Resolution, supporting documents, and written evidence to the Landlord, by text message, at the phone number used by the Tenant.

On the basis of the testimony of the Tenant and in the absence of evidence to the contrary, I accept that these documents were served to the Landlord in accordance with the Substitute Service Order dated August 09, 2019. I therefore find that these documents have been served in accordance with section 89(1)(e) of the *Residential Tenancy Act (Act)* and the evidence was accepted as evidence for these proceedings.

On November 06, 2019 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord with other documents served, by text message, on August 09, 2019. Tenant, via registered mail, on March 16, 2017. I therefore find that these documents have been served in accordance with section 89(1)(e) of the *Act* and it was accepted as evidence for these proceedings.

The Tenant affirmed that she would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided:

Is the Tenant entitled to compensation for moving?

Background and Evidence:

The Tenant stated that:

- The tenancy began on April 01, 2018;
- A security deposit of \$1,200.00 was paid;
- The tenancy ended on June 30, 2019;
- At the start of the tenancy rent was \$1,800.00 per month;
- The Landlord agreed to reduce the rent to \$1,000.00 for June of 2019, as two of her roommates moved out of the unit;
- On May 23, 2019 the Landlord informed the Tenant she would have to vacate the rental unit because the unit had been sold;
- The Tenant was not served with a Two Month Notice to End Tenancy;
- When she asked the Landlord why she had not been served with a Two Month Notice to End Tenancy the Landlord informed her that he did not have time
- The Landlord told her that she would not have to pay her last month's rent if she willingly vacated by June 30, 2019;
- She agreed to vacate by June 30, 2019 on the understanding she would not have to pay rent for June of 2019;
- The Landlord told her that she would have to pay \$1,000.00 in rent for June of 2019 and that he would refund that amount by July 16, 2019 if she moved out by June 30, 2019;
- \$600.00 of the security deposit was refunded to the Tenant sometime in June of 2019;
- The remaining \$600.00 of the security deposit was refunded to the Tenant on July 16, 2019;
- On July 16, 2019 the Landlord gave her a rent refund for June of 2019, in the amount of \$200.00; and
- The Landlord still has not paid the remaining \$600.00 he promised to refund from rent paid for June of 2019.

Analysis:

On the basis of the undisputed evidence, I find that the Landlord agreed to reduce the rent to \$1,000.00 for June of 2019, as two roommates had moved out of the rental unit.

On the basis of the undisputed evidence, I find that the Landlord agreed to return the rent paid for June of 2019, providing the Tenant vacated the rental unit by June 30, 2019.

On the basis of the undisputed evidence, I find that the Tenant vacated the rental unit by June 30, 2019.

On the basis of the undisputed evidence, I find that the Tenant paid rent of \$1,000.00 for June of 2019.

As the Landlord agreed that the Tenant was not obligated to pay rent for June of 2019, I find that the Tenant is entitled to a refund of the \$1,000.00 in rent she paid for that month.

On the basis of the undisputed evidence, I find that on July 16, 2019 the Landlord gave the Tenant a rent refund of \$200.00. As the Landlord agreed to refund \$800.00, I find that the Landlord still owes the Tenant \$800.00.

I find that the Tenant's Application for Dispute Resolution has merit and that the Tenant is entitled to recover the fee paid to file this Application.

Conclusion:

The Tenant has established a monetary claim of \$900.00, which includes a rent refund of \$800.00 and \$00.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: November 21, 2019

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Residential Tenancy Branch