



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Shape Properties Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OLC, FF

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself and was accompanied by his spouse. The landlord was represented by their agent. As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that he did not file any evidence of his own. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord with regard to reimbursement of a transit fee to the tenant? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The parties agreed that a verbal arrangement existed between the parties that the tenant would be reimbursed for the purchase of a monthly transit pass. The tenant agreed that there was no written contract between the parties documenting this arrangement.

The landlord stated that a written contract was entered into by the landlord and the local Municipality and there was a delay in reimbursement to the tenant while the contract was being finalized. The tenant stated that he received reimbursement for the months starting December 2019 in March 2020. However, the tenant agreed that he had received all reimbursements except for the current month of May 2020.

The landlord stated that the arrangement was now finalized and that the tenant was required to hand in proof of purchase of the transit pass by the 15th of the month and he would be reimbursed no later than the end of the following month. The tenant agreed to this stipulation.

Analysis

In the case of verbal agreements, I find that when verbal terms are clear and when both the landlord and tenant fully agree on the interpretation, there is no reason why such terms can't be enforced. However, when the parties are in dispute about what was agreed-upon, then verbal terms by their nature are virtually impossible for a third party to interpret for the purpose of resolving a dispute that has arisen.

In this case, a verbal agreement was in place regarding the reimbursement to the tenant. However, the terms of this agreement were not finalized and there was no meeting of the minds regarding the length of time it would take to process the reimbursement to the tenant. The landlord explained that moving forward, the practice for reimbursement would be that the tenant would submit his proof of purchase by the 15th of the month and would receive reimbursement no later than the end of the following month. The tenant agreed to this term.

At the time of the hearing, the tenant was current on amounts due to him and therefore I find that the tenant does not require an order directing the landlord to comply with the *Act*. Accordingly, the tenant must bear the cost of filing his application.

Conclusion

The tenant's application is dismissed.

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: May 11, 2020