

DECISION

Introduction

The Tenant filed an application for dispute resolution pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- authorization to recover the filing fee for this application from the Landlord, pursuant to section 72.

Landlord H.P.W. filed a cross-application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- authorization to recover the filing fee for this application from the Tenant, pursuant to section 72.

Landlord H.P.W. attended the hearing for the Landlords.

The Tenant and the Tenant's advocate attended the hearing for the Tenant.

Preliminary Issues

Both parties agree that Landlord H.P.W. is the owner of the rental property. The Tenant testified that Landlord S.K. is Landlord H.P.W.'s agent and property manager. Landlord H.P.W. testified that Landlord S.K. is not his agent.

The Tenant and Landlord H.P.W. agree that they have never met and that all contact about the rental property occurred between the Tenant and Landlord S.K. and that Landlord S.K. showed them the rental property before the tenancy agreement was signed and completed the move in condition inspection with the Tenants at the start of the tenancy. I find that Landlord S.K. acted as Landlord H.P.W.'s agent because Landlord S.K. acted on behalf of Landlord S.K. regarding tenancy matters.

Landlord H.P.W. agreed to amend the Tenant's application for dispute resolution to include his name. The Tenant did not object to this amendment. In accordance with section 64 of the *Act* I add Landlord H.P.W. to the Tenant's application for dispute resolution.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Tenant testified that she served Landlord S.K. with her application for dispute resolution via text message as permitted in the sub-service decision dated April 23, 2024. The Tenant's proof of service form entered into evidence states that the text message was sent on April 23, 2024. Landlord H.P.W. testified that Landlord S.K. received the Proceeding Package and evidence and provided him with the Proceeding Package and evidence on June 21, 2024. I accept the Tenant's undisputed testimony that Landlord S.K. was served with the Tenant's application for dispute resolution and evidence via text message on April 23, 2024 as permitted by the sub-service decision.

I accept Landlord H.P.W.'s testimony that he received the Proceeding Package and Tenant's evidence on June 21, 2024 from Landlord S.K. I find that Landlord H.P.W. was sufficiently served for the purposes of this Act in accordance with section 71 of the Act as receipt was confirmed. I find that since Landlord H.P.W. received the Proceeding Package and Tenant's evidence three and a half weeks before this hearing, Landlord H.P.W. is not prejudiced by hearing the Tenant's application on its merits. I find that the Landlords were apprised of the case against them and were provided with sufficient time to review and respond to the Tenant's evidence.

One of the Tenant's files titled "Complete_List_of_Claims_and_Substantiation_of_Monetary_Order.docx" did not open. Under Rule 3.0.7 of the Rules I permitted the Tenant to re-upload the above file in a different format.

The Tenant testified that she served Landlord S.K. with additional evidence on June 24, 2024 via text message. The Tenant testified that she uploaded proof of service documents for same. The Tenant entered into evidence the following files with names pertaining to service:

- Proof_of_service_screenshot_1.png
- Proof_of_service_screenshot_2.png
- Proof_of_service_screenshot_3.png

The files contained screen shots of photographs and a video still but did not provide proof that the evidence uploaded to the Residential Tenancy Branch on June 24, 2024 was served on the Landlords via text message. Landlord H.P.W. testified that he did not receive the June 24, 2024 evidence. I find that the Tenant has not proved, on a balance of probabilities, that she served either Landlord S.K. or Landlord H.P.W. with additional evidence on June 24, 2024 as no valid proof of service documents were entered into evidence. The June 24, 2024 evidence is therefore excluded from consideration.

Landlord H.P.W. testified that Landlord S.K. served the Tenant with his application for dispute resolution and evidence via registered mail on June 21, 2024. No proof of service documents for same were entered into evidence. Landlord H.P.W. later testified that his application for dispute resolution was mailed to the Tenant via registered mail

on June 24, 2024. No proof of service documents were entered into evidence. The Tenant testified that she received the Landlord's application for dispute resolution and evidence on July 6, 2024, 11 clear days before this hearing.

The Tenant's advocate testified that the Tenant did not have enough time to review and respond to the Landlord's application for dispute resolution given the short timeline between when it was received and the hearing.

Rule 2.11 of the Rules states that a cross application must apply as soon as possible and so that the respondent to the cross-application receives the Proceeding Package not less than 14 days before the hearing.

As Landlord H.P.W. did not provide any proof of service documents, I find that Landlord H.P.W. has not proved that they served the Tenant early enough so that the Tenant received the Proceeding Package at least 14 days before the hearing. I accept the Tenant's testimony that she received the Landlord's Proceeding Package and evidence on July 6, 2024 which I find prejudices the Tenant's ability to know and respond to the case made against her given that she received the documents only 11 days before the hearing. I therefore dismiss Landlord H.W.P.'s application for dispute resolution with leave to reapply for failure to prove service in accordance with the Rules.

Rule 3.15 of the Rules states that the respondent's evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing or conference. I find that as Landlord's H.W.P.'s evidence was served on the Tenant more than 7 days before this hearing, it was received by the Tenant in accordance with rule 3.15 of the Rules and in accordance with section 88 of the Act and is accepted for consideration.

Background and evidence

I have reviewed all presented evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision. The parties were advised that evidence not presented may not be considered as set out in Rule 7.4 of the Rules.

Evidence was provided showing that this tenancy began on March 15, 2022 and ended on February 29, 2024. Evidence was provided showing that rent was \$3,000.00 per month due on the first day of each month. Both parties agree that the rental property is comprised of a basement suite, and the rental property above. Both parties agree that when the Tenant viewed the rental property and when the Tenant moved in, the basement suite was tenanted.

The Tenant testified that she is seeking the following damages from the Landlords:

Description	Amount
Damages for non-serviceable bathroom for 21 months	\$18,900.00

Damages for Landlords' re-appropriation of garage space	\$4,550.00
Damages for 3 months of storage expenses	\$1,312.50
March rent at new rental property	\$750.00

Damages for non-serviceable bathroom for 21 months

The Tenant testified that she noticed that the bathtub in the rental property was leaking due to a crack in the bathtub shortly after the tenancy started and informed Landlord S.K. of same via text message numerous times but the Landlords ignored the problem.

The following text messages from the Tenant to S.K. were entered into evidence:

- March 26, 2022
 - Tenant:[the downstairs tenant] mentioned to me last night when I was having a bath that the upstairs bathtub leaks a lot of water into the closet in the basement. I noticed the patch when we did the walk through, but [the downstairs tenant] said the last tenant here attempted to patch the crack themselves but the issue of leaking still persisted. Is there something you are able to arrange to help me with this leaking bathtub.
- April 2, 2022
 - Tenant: Hi [Landlord S.K.], I just wanted to let you know the tub is 100% leaking from a brack [sic] in the tub and not from the plumbing piping from the top drain. Is this something you can help by getting someone to property patch the tub? Or is that something I should be managing myself?
- May 25, 2022
 - Tenant: Hi [Landlord S.K.], its [the Tenant from the rental property]. I got reports from the downstairs neighbor sending me videos on how the upstairs washroom is raining a waterfall into her downstairs closet again. I invested my own money and time replacing the tub patch and the issue still persists. I think a plumber needs to come into the suite downstairs and look into her closet ceiling to determine where the leak is coming from, other wise the tub will need to be replaced.
- June 15, 2022
 - Tenant: Hi [Landlord S.K.], it's been months and someone still hasn't come to fix the leaking tub. It's not a small leak it's a huge problem and it rains and pours water into the downstairs unit so it's causing damage to the floor boards. I need you to send in a plumber into the downstairs unit to go into the ceiling and find the leak/leaking pipes....

Both parties agree that on or around June 16, 2022 the Landlord sent a repair person to the rental property. The Tenant testified that the repair person made a repair to the drain, but this did not solve the leak coming from the crack in the bathtub. Landlord H.P.W. entered into evidence a signed statement from the repair person which states:

[The repair company] received a request from [Landlord H.P.W.] -Owner of the [rental property] to fix the leak on the upstairs bathroom at the bathtub overflow drainage.

On June 16, 2022 this request has been fulfilled and fix was done in professional manner by replacing problematic part with the new one. We guarantee our promise to our customers and always standing behind our services.

Landlord H.P.W. testified that he first learned that the Tenant complained about the bathtub in April of 2022 through S.K. who was the main contact with the Tenant during the tenancy. Landlord H.P.W. testified that he had a plumber attend at the rental property on June 16, 2022 to fix the problem. Landlord H.P.W. testified that the plumber fixed the problem and that the bathtub did not leak after that.

The Tenant testified that all text message entered into evidence were from 2022. The text messages reproduced above state the date and the year. The following text messages, except for one, state the date and the day of the week but not the year:

- Wednesday, September 27
 - Tenant: Hey [Landlord S.K.], I can hear a leaking sound when my bath tub is full. I don't think a patch job can fix it this time. The tub needs to be replaced. I'm concerned that with the previous issues before I moved in here with the leaks into the basement on top of the issues continued over time is causing mold issues downstairs...
- Undated
 - Tenant: I've requested that you send an inspector into the basement of the property I am living, because I suspect mold and continued major leaking into the basement. Again, this is a health and safety concern. The request was made September 27, it is now October 23rd. This is an emergency repair, I need by bathtub replaced and I need the mold and air quality inspected in my unit and the basement unit....
- Fri, November 24:
 - Landlord S.K.: [Tenant], plumber is there to work on downstairs, could you please keep your dog on one spot. Thank you.
- Mon, November 27:
 - Landlord S.K.: Good morning. Plumbers are confirm to start tomorrow exchange bathtub in your bathroom....
- Fri, Dec 1:
 - Landlord S.K.: Professionals will coming back on Monday to complete all, since grout has to be cured by that time....As well they still have to complete downstairs units....

Both parties agree that the Landlords replaced the bathtub on or around December 1, 2023. Landlord H.P.W. testified that the bathtub was not leaking in 2023 and that he only replaced it because he was doing renovations in the basement suite at that time and it was convenient for him to change it at that time.

The Tenant entered into evidence photographs of:

- the ceiling of the basement unit under the bathtub in the rental property showing water damage
- mold on walls and carpet; however, it is not clear if these photographs were taken in the basement suite or the rental property
- the bathtub which shows a large crack in the bottom of the bathtub at the opposite end to the overflow drain
- mold in the basement unit closet located below the bathtub
- mold on the ceiling of the closet in the basement unit

The Tenant testified that the rental property only has one bathroom and that she continued to use the bathroom and bathtub throughout the tenancy. The Tenant testified that she put duct tape over the crack to help stop the leak but it did not work.

The Tenant testified that the water damage caused mold in the basement unit and that she had to tape over the vents to prevent the mold from entering her unit, but this didn't really work. The Tenant testified that the ongoing mold issue was detrimental to her.

Landlord H.P.W. testified that he had a fungal report completed and it showed that there wasn't an issue at the rental property. Landlord H.P.W. entered into evidence a document titled "Expanded Fungal Report" which shows that none of the samples taken reported elevated levels. Elevated levels are defined in the report as having a concentration 10X or more above background. The Expanded Fungal Report states that the samples were received on April 30, 2024 and analyzed on May 1, 2024.

The Tenant testified that the Expanded Fungal Report was completed after she moved out and after the Landlord completed renovations at the rental property so it does not show mold levels present during her tenancy.

The advocate testified that the Tenant is seeking 30% of the rent she paid from March 15, 2022 until December 1, 2023, when the bathtub was finally replaced. The advocate submitted that he reads Ontario residential tenancy disputes and that arbitrators in that province usually grant 30% of rent for claims similar to the Tenants. No Ontario residential tenancy decisions stating same were entered into evidence for consideration.

Damages for Landlords' re-appropriation of garage space

The Tenant testified that when she viewed the rental property and garage with Landlord S.K., before signing the tenancy agreement, Landlord S.K. told her that she and the basement suite shared the garage 50/50. The Tenant testified that at the time she viewed the rental property Landlord S.K.'s car was parked in the garage, and she told the Tenant that she would remove it when the Tenant moved in. Landlord H.P.W. did not dispute the above testimony. The Tenant testified that Landlord S.K. did not remove her car from the garage for the first seven months of the tenancy.

Landlord H.P.W. testified that there was an oral agreement that the garage would be shared by the Tenant and the basement tenant. Landlord H.P.W. testified that he received a message that the Tenant wanted to use the garage for a car repair business. Landlord H.P.W. testified that this is a residential area and that the garage is not permitted to be used for a business purpose. Landlord H.P.W. testified that he instructed Landlord S.K. to park her car in the garage to prevent the Tenant from operating a business out of the garage. The Landlord did not present any documentary evidence establishing that the Tenant intended on running a business out of the garage.

The Tenant's advocate submitted that there is no indication that the Tenant intended to run a business out of the garage. The Tenant's advocate testified that Landlord S.K. was asked to move her car because the Tenant's prospective new roommate wanted to use the garage to fix his own personal car, not to fix other people's cars. The Tenant testified that ½ of the garage was used by the basement tenant and the other half was taken up by Landlord S.K.'s car for 7 months.

The Tenant testified that she is seeking \$4,550.00 for the loss of use of the garage for 7 months. The Tenant testified that the above calculation is based on the garage being 672 square feet and rent of \$3,000.00 per month. The Tenant testified that based on her calculations the 672 square feet of the garage is worth \$650.00 per month. The Tenant did not provide testimony on what the square footage of the rental property is.

The Tenant entered into evidence the following text messages:

- August 3, 2022:
 - Tenant: Hi [Landlord S.K.], I need you to move your car so I can utilize the garage space please.
- October 2, 2022:
 - Hi [Landlord S.K.], I was told now from you but from the downstairs tenant that you were going to move your car yesterday and you didn't show up. I was supposed to pick up a trailer last night and couldn't because you didn't move your car.
- October 2, 2022:
 - I don't have a roommate, and no business would be run out of the garage. I have told you this before. If I want to fix my own car in my garage, I have the right to do so. If I want to use the harage as storage for my car or other belongings, that is whing my rights. It is not within your right to park you r car in my garage, regardless of your personal life issues or the car mechanic issues. Please stop making your issues my issue, and please stop trying to make accusations onto me about running a money making business out of my garage. It's a bit hypocritical as you are making money off of me from that garage the last 6 months of parking your personal car there for FREE while I have not been receiving what I contract and am PAYING for; The garage.
- October 6, 2022:
 - [Tenant], We'll be there within 40-50 min from now. Confirmed

Damages for 3 months of storage expenses

The Tenant testified that she gave Landlord H.P.W. notice to end tenancy effective February 29, 2024. The Tenant testified that she had to move out because of the mold in the rental property and because Landlord H.P.W. harassed her about running a business in the rental property.

Both parties agree that Landlord H.P.W. was renovating the basement suite in December of 2023 and that the Landlord offered to pay for the Tenant to stay at a hotel for two days of the renovation when the Tenant's bathtub was replaced. Both parties agree that the Tenant did not take Landlord H.P.W. up on this offer.

The Tenant testified that as part of her move she had to put her belongings in storage. The Tenant testified that she is seeking the cost of 3 months storage in the amount of \$1,312.50. The Tenant's monetary claim worksheet states that the claim is as follows:

- March 2024 storage: \$451.50
- April 2024 storage: \$430.50
- May 2024 storage: \$430.50

The Tenant entered into evidence snapshots of their online bank account showing the following payments to a storage company:

- February 8, 2024: \$451.50
- March 12, 2024: \$430.50

No receipts or proof of payment for April or May 2024 were entered into evidence.

The Tenant entered into evidence a copy of the tenancy agreement she entered into after moving out of the rental property. The tenancy agreement states that the tenancy started on March 1, 2024 and that rent is \$1,400.00 per month.

Landlord H.P.W. testified that the Tenant has not proved that there was mold in the rental property. Landlord H.P.W. testified that the Tenant chose to move out and he is not responsible for her storage costs.

March rent at new rental property

The Tenant's application for dispute resolution states that the Tenant is seeking \$750.00 for moving expenses. In the hearing the Tenant testified that the \$750.00 is for the first month's rent at the new rental property because she was required to move out of the rental property because of the mold.

Landlord H.P.W. testified that there was no mold and the Tenant chose to move to a place with cheaper rent.

Analysis

Section 67 of the *Act* states that if damage or loss results from a party not complying with this *Act*, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 states that it is up to the party who is claiming compensation to provide evidence to establish that compensation is due.

To be successful in a monetary claim, the applicant must establish all four of the following points:

1. a party to the tenancy agreement has failed to comply with the *Act*, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;
3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Failure to prove one of the above points means the claim fails.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

Damages for non-serviceable bathroom for 21 months

Upon review of the text messages sent from the Tenant to S.K., I find that the text messages sent between Wednesday, September 27 to Friday December 1, were sent in the year 2023, not 2022 as testified to by the Tenant. I so find because the weekdays stated in the text messages match the weekdays for the year 2023, not 2022. For example, September 27, 2022 was a Tuesday and September 27, 2023 was a Wednesday. The text message states Wednesday, September 27, thus the year was 2023, not 2022.

Based on the text messages entered into evidence, I find that the Tenant advised Landlord S.K. about a leak in the bathtub on March 26, 2022. Based on the text message communications, the testimony of the parties and the letter from the Landlord's plumber, I find that the Landlord sent a plumber to fix the reported problem on June 16, 2022.

Based on the signed letter from the Landlord's plumber, I find that the plumber fixed the leak on June 16, 2022. The Tenant did not present any documentary evidence to

support her testimony that the leak was not fixed on June 16, 2022. I note that the Tenant did not provide any text messages to the Landlords between June 17, 2022 and September 26, 2023. I find, on a balance of probabilities, that no text messages about a bathroom leak were entered into evidence for this time period because there was not a leak from June 17, 2023 to September 26, 2023.

Based on the text messages entered into evidence, I find that as of September 27, 2023 the bathtub was leaking again. Based on the testimony of both parties I find that the Landlord replaced the bathtub on December 1, 2023.

Based on the Tenant's testimony and the photographs entered into evidence, I am satisfied that the leaks in the bathtub resulted in mold growing in the basement unit and that some mold was likely also present in the rental property. I find that the Expanded Fungal Report does not show mold levels in the rental property during the tenancy and is not particularly helpful as it was completed after renovations in the rental property and basement suite were completed. The Tenant did not enter into evidence a mold report from the time she resided in the rental property. I find that the Tenant has not proved, on a balance of probabilities, that the mold present was a health hazard or otherwise detrimental to her wellbeing.

Section 32(1) of the *Act* states that a landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 65(f) of the *Act* states that if the director finds that a landlord or tenant has not complied with the *Act*, the regulations or a tenancy agreement, the director may order that past or future rent be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

I find that in taking 11 weeks and 5 days to hire a plumber to repair the reported leak in 2022, the Landlord breached section 32(1) of the *Act*. I find that in taking 9 weeks and 2 days to replace the leaking bathtub in 2023, the Landlord breached section 32(1) of the *Act*. I find that water damage is a serious issue that should have been dealt with expeditiously by the Landlord. The Tenant had to deal with a leaking bathtub and resulting mold. I find that the Tenant suffered a loss in the value of the tenancy as a result of the Landlords' unreasonable delay.

The Tenant's advocate submitted that the Tenant is entitled to recover 30% of rent for the period that the bathtub was leaking. I find that the Tenant did not submit any documentary evidence to justify this amount. The Tenant testified that she had full use of her bathroom during her tenancy and continued to use the bathtub despite the leaks. I find that since the Tenant had full use of the bathtub, a 30% reduction in rent is unreasonably high.

The Tenant did not provide testimony on the square footage of the rental unit and the square footage of the bathroom, so I am not able to make calculations on the loss of value of the tenancy based on square footage. I find that the Tenant has not proved the value of the loss suffered.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I find that the Tenant has proved that the Landlords breached section 32 of the Act by delaying the repair of the bathtub leak on two occasions but failed to prove the value of the loss suffered.

I find that the Tenant is entitled to nominal damages in the amount of a 10% rent reduction for the period of March 26, 2022 to June 16, 2022 and from September 17, 2023 to December 1, 2023. The total time the Tenant dealt with leaks in the bathtub was 21 weeks. Rent for 12 months equals \$36,000.00 divide by 52.1429 (weeks per year) = \$690.41 per week. \$690.41 (weekly rent cost) * 21 (weeks of leaking bathtub) = \$14,498.61 (cost of rent for 21 weeks). 10% of the cost of rent for 21 weeks is \$1,449.86. I award the Tenant \$1,449.86 for the loss of value of the tenancy agreement due to the leaking bathtub

Damages for Landlords' re-appropriation of garage space

Based on the testimony of both parties, I find that there was an oral agreement between the Tenant and Landlord S.K. that the garage space was to be divided equally between the Tenant and the tenant in the basement suite. I find that the Landlord did not present any documentary evidence that supports his testimony that the Tenant planned to run a business out of the garage. I find that in having Landlord S.K. park her vehicle inside the garage the Landlords breached their oral agreement. I find that the Tenant suffered a loss in the value of the tenancy agreement as she was not permitted to use ½ of the garage as agreed. Based on the testimony of the parties and the text messages entered into evidence I find that Landlord S.K. occupied the Tenant's portion of the garage from March 15, 2022 until October 6, 2022.

The Tenant did not testify to the square footage of the rental property; therefore, I am not able to determine what proportion of the rental property the garage represents and cannot verify the Tenant's calculation. In addition, the Tenant's calculations are based on the premise that residential living space and garage space are valued at the same amount per square foot. I do not agree with this assessment, I find that it is common knowledge that living space costs significantly more per square foot than for garage or storage space. I find that the Tenant has not proved the value of her loss.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I find that the Tenant has proved that the Landlords breached the oral agreement pertaining to the garage; however, the Tenant has not proved the value of that loss. I find that the Tenant is

entitled to nominal damages in the amount of \$200.00 per month from March 15, 2022 until October 6, 2022, the date Landlord S.K. moved her car as follows:

- March 15, 2022 to September 14, 2022: \$200.00 (nominal damages) * 6 months = \$1,200.00
- September 15, 2022 to October 6, 2022: \$200.00 (nominal damages) / 30 (days per month) = \$6.67 per day * 22 days = \$146.74

Damages for 3 months of storage expenses

Both parties agreed that Landlord H.P.W. renovated and repaired the leak in the bathroom on or around December 1, 2024 and renovated the basement unit. According to the Expanded Fungal Report the property did not have elevated fungal levels as of April 30, 2023. I find that since Landlord H.P.W. was clearly repairing the water damages and mold in December 2023, the tenant did not have to move out at the end of February 2024 due to mold or the condition of the rental property as the repairs were likely finished or nearly finished when notice to end tenancy was provided.

The only documentary evidence uploaded by the Tenant about harassment was the Tenant's October 2, 2022 text message to Landlord S.K. The Tenant did not present any documentary evidence showing the Landlords communicating with her about operating a business at the rental property. I find that the Tenant has not proved, on a balance of probabilities, that the Landlords' communication with the Tenant about operating a business at the rental property was repeated or harassing in nature.

I find that the Tenant elected to end this tenancy on her own volition and is not entitled to her storage costs. The Tenant's application to recover storage costs is dismissed without leave to reapply.

March rent at new rental property

I find that this portion of the Tenant's application for dispute resolution is not clear. No receipts for moving expenses were entered into evidence and the Tenant's rent at the new rental unit starting March 1, 2024 was \$1,400.00 per month. It is not clear where the \$750.00 claimed came from.

In any event, as I stated above, the Tenant elected to move and is not entitled to collect damages for moving expenses or any portion of her first month's rent from the Landlords. This claim is dismissed without leave to reapply.

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

As the Tenant was successful in this application for dispute resolution I find that they are entitled to recover the \$100.00 filing fee from the Landlords in accordance with section 72 of the Act.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$2,896.60** under the following terms:

Monetary Issue	Granted Amount
a monetary order for damage or loss under section 67 of the Act	\$2,796.60
authorization to recover the filing fee for this application from the Landlord under section 72 of the Act	\$100.00
Total Amount	\$2,896.60

The Tenant is provided with this Order in the above terms and the Landlords must be served with **this Order** as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 24, 2024

Residential Tenancy Branch