



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

DRI, MNDC, FF

Introduction

This matter was convened in response to an amended and subsequently orally amended application by the tenant to dispute an improper rent increase for the rental years of 2006, 2007 and August 01 to September 30, 2010, and to claim compensation for money owed for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fee for this application.

Both parties attended the in- person hearing and participated with their submissions, testimony and questions. The parties were also afforded opportunity to discuss and settle their matter.

Issue(s) to be Decided

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenant claims as follows:

Rent overcharge 2006, 2007, & August & September 2010	61.64
Part for kitchen cabinets	3.37
Glue traps	50.00
Time spent on file	300.00
Registered mail costs	15.00
Certified accountant cost to calculate overpayment amount	67.20
Gas – car	60.00
Copying	20.00
Total	577.21
Filing fee cost	50.00

The tenant claims that the landlord has overcharged her for rent based on her understanding of her tenancy agreement of 2001. The tenant determined that the amount stated for rent included a \$15 amount for parking. The landlord conceded that the agreement could reflect the tenant's understanding, or, it could also state that parking is *included* in the rent. The tenant further claims the cost of a small part for the rental unit kitchen cabinets in the amount of \$3.37 and for roach glue traps in amount of \$50, as well as for litigation costs for this hearing. The tenant provided document evidence in support of her claim, inclusive of an invoice for \$67.20 for the services of a Certified General Accountant to purportedly prove that the tenant may have overpaid the landlord \$61.64. It was asked of the tenant to clarify if or why she was not claiming any overpayment for 2008 and 2009, to which the tenant did not respond.

The landlord responded with a statement conceding to the tenant's demand for reimbursement of the alleged overpayment, as well as agreement to clarify the understanding of the RENT. The landlord also agreed to reduce the rent by \$.48 as requested by the tenant. The landlord also requested of the tenant that in the future the tenant should simply provide the landlord with receipts for small repairs and other sundries, and if reasonable, the landlord would see to the tenant being reimbursed, or allowing a reduction from RENT – as opposed to attending dispute resolution hearings.

Analysis

The landlord conceded to the tenant's view of the tenancy agreement of 2001 and agreed as follows:

- All future rent calculations will reflect that the tenant is paying **\$15 for parking each month within the term RENT**, and that the amount of \$15 will be deducted from all future rent increase calculations.
- The **RENT** payable each month, as of October 01, 2010 will be reduced by **.48** per month to **\$981.77**, and I will so Order.

The landlord conceded to the tenant's claimed amounts as follows:

- The landlord will compensate the tenant for their claim of overpayment of rent for 2006, 2007 and August and September 2010, in the amount of **\$61.64**
- The landlord will compensate the tenant for kitchen cabinet part and glue traps in the sum of **\$53.37**

The balance of the tenant's monetary claims totalling \$462.20 are not costs which are compensable under the Act. The tenant's claim are costs the tenant states were

incurred to advance the tenant's actual monetary claim for the overpayment, repair part and glue traps. Such costs are referred to as *litigation costs*, which are the discretion and the responsibility of the respective parties. As a result, the tenant's claim for these costs in the amounts totalling \$462.20, **is dismissed**, without leave to reapply.

However, under Section 72 the tenant is entitled to recovery of her filing fee for this application. As the tenant has been partially successful in her application, I grant the tenant partial recovery of her filing fee in the amount of **\$25**.

The tenant is thus entitled to \$61.64 for overpayment of rent, \$53.37 for a part and for glue traps, and \$25 of the filing fee, for a total entitlement of **\$140.01**.

The tenant is cautioned that she is precluded from bringing on an application for any overpayment the tenant may determine she is owed for the years of 2008 and 2009. An applicant is not allowed to split their claim as such.

Conclusion

I Order that as of October 01, 2010, the total amount owed to the landlord each month under the category of **RENT** payable to the landlord is reduced by .48 cents to **\$981.77**.

I Order the tenant may deduct the amount of **\$140.01** from a future rent.

The balance of the tenant's claim has been **dismissed**, without leave to reapply.

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*.