



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, AAT, OPT, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation under the *Act*. The tenant also applied for an order of possession and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing the tenant stated that he had found alternative accommodation and would be moving in on October 01, 2011. Therefore, the tenant's application for an order of possession and to allow access to the rental unit is no longer relevant. Accordingly, the hearing only dealt with the tenant's application for compensation.

### **Issues to be decided**

Is the tenant entitled to compensation for the cost of moving and storage, rent at the new place, mailing costs and the filing fee?

### **Background and Evidence**

The parties entered into a tenancy agreement on August 15, 2011. The owner's agent completed the paper work with the tenant and accepted the security deposit, move in fee and post dated rent cheques. On August 17, 2011 the agent received a message from the owner that she planned to occupy the unit herself and it was not available to be rented out.

The agent informed the tenant and agreed to return the money paid by the tenant. Due to a misunderstanding, the tenant's rent cheque for September was cashed. The agent corrected the problem and at the time of the hearing, the tenants had received all funds owed to him.

The tenants were living at home at the time they signed the contract and continue to live at home until October 01, 2011 at which time they will take possession of another rental unit. The tenants stated that they purchased furniture and incurred a cost of \$150.00 to move and store the furniture. The tenants did not file any evidence to support this claim by way of a receipt. The tenant stated that the items were stored in the home of a friend who was paid in cash.

The tenant is claiming \$1,660.00 which is the monthly rental amount at the new rental plus the cost of storage, moving, mailing costs and the filing fee.

### **Analysis**

Based on the testimony of the both parties, I find that the tenant suffered some inconvenience due to the loss of opportunity to move into the rental unit. I find that the whole situation resulted from miscommunication and bad timing. The agents for the landlord did not act in bad faith and also attempted to accommodate the tenants by offering them similar units in the building.

The tenant has claimed \$1,660.00 towards rent at the new place. When the agreement fell through, both tenants continued to live at home, thereby not incurring any extra expense or costs that were related to the collapse of the agreement. Therefore I find that the tenants are not entitled to their claim.

The tenant has claimed \$150.00 for moving and storage, but did not file any evidence to support this claim. Therefore I must dismiss this claim.

The tenant has also filed to recover the cost of registered mail. The legislation does not permit me to award any litigation related costs other than the filing fee. I find that the tenant is entitled to the filing fee of \$50.00

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

Since the tenant did suffer some inconvenience, I find it appropriate to award the tenant a minimal award of \$150.00. The tenant has established a claim for the filing fee of \$50 for a total entitlement of \$200.00. Pursuant to section 67, I am issuing a formal order for payment in this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the tenant a monetary order for \$200.00.

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 22, 2011.

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Residential Tenancy Branch