



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, RR, FF, O

Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; for the return of the tenant's security deposit; for a retroactive rent reduction; and to recover the tenant's filing fee.

Both the landlord and an agent for the tenant attended the teleconference hearing and gave affirmed evidence.

Due to hearing time constraints, the tenant's agent made claims regarding the two issues he identified as having the most significant financial impact on the tenant: failure to provide adequate storage and tenant's relocation expenses. Other unrelated matters mentioned in the tenant's documentary evidence are dismissed pursuant to Rule of Procedure 2.3.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit?

Is the tenant entitled to monetary compensation for failure to provide storage?

Is the tenant entitled to monetary compensation for relocation expenses?

Background and Evidence

The parties agree the tenancy started in December 2013 and was for a one-year fixed term. The tenant was obligated to pay rent of \$1,100.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$600.00.

The tenant's agent gave evidence that the tenant wished to end the tenancy sooner. The tenant's position is that the tenancy ended May 1, 2014 however the tenant paid

rent for May 2014. The tenant's agent gave evidence that the tenant provided a forwarding address to the landlord in writing on the Tenant's Application for Dispute Resolution, which was served on the landlord shortly after May 12, 2014.

The landlord gave evidence that the tenancy never formally ended. The tenant paid April 2014 rent. The landlord gave 24-hour notice he would enter the rental unit on April 5, 2014. On that day, he discovered the house was empty. He spoke to a neighbour who told him the tenant had packed everything and moved out. He contacted the tenant and she told him she intended to return to the rental property in May. The landlord's evidence is that the tenant did not pay rent for May 2014 or any subsequent month, and there is no indication she returned to the rental property.

The landlord gave evidence that he waited to see whether the tenant would return. After two months, he re-rented the property to new tenants effective July 1, 2014.

The landlord gave evidence that when he entered the rental property, he discovered what appeared to be the remains of a marijuana grow operation in the basement. He contacted the tenant who told him she had been growing flowers.

The tenant claims monetary compensation for storage she says was promised but not provided. The tenant's agent gave evidence the tenant paid \$300.00 per month for five months to store a 34' trailer, 1999 Ford truck and a boat. The tenant did not provide a receipt; she says the vehicles were stored with a family friend.

The tenant's evidence is that the tenancy agreement says there is parking for "2+ vehicles". It is a single driveway with parking off the side. A car belonging to the landlord was taking up room, and there was also a car in pieces.

The landlord gave evidence that the only conversation he had with the tenant regarding storage was whether a motorcycle could be stored in the basement. There was no mention of any of the vehicles described. The landlord provided a copy of an aerial photo of the rental property which shows a large property with a long winding driveway. His evidence is that there is plenty of parking. He also notes the tenant has not provided any receipts to prove she had any storage costs.

The tenant also claims monetary compensation for her relocation costs. The tenant and the landlord have the same employer. Her claim is that she felt her job was threatened by the landlord, and so she relocated to take a different position with the same employer. The tenant's evidence is that the landlord has a friend in the RCMP. In approximately late April or early May, the landlord told the tenant he thought she was

growing marijuana on the property. He said he would be contacting the RCMP and they would be looking into the matter. The tenant's agent says the tenant found this intimidating and it was a major factor in her decision to move, particularly since the landlord called her from inside the rental property. The tenant claims the \$600.00 cost of a U-Haul and gas to move her possessions to Maple Ridge.

The landlord agrees he telephoned the tenant from inside the rental property on April 5th and says the house was empty of the tenant's belongings at the time. He says he asked her what she had going in the basement, and she promptly handed the phone to her brother. He does not agree the telephone call was threatening. He notes the tenant has not provided receipts to support her claim for relocation costs.

Analysis

The process for the return of security deposits is set out in Section 38 of the Act. Pursuant to Section 38(1), the landlord must either repay the security deposit or apply for dispute resolution to make a claim against the security deposit within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing (whichever is later). Alternatively, pursuant to Section 38(4)(a), a landlord may retain all or part of a security deposit if the tenant agrees in writing.

In this case, I find the tenancy came to an end at the point the landlord entered into a new tenancy agreement with another tenant. However, I find that the tenant's provision of her forwarding address on the Tenant's Application for Dispute Resolution is not adequate to fulfill the tenant's obligations under Section 38. The tenant should provide a forwarding address in writing and then provide the landlord with 15 days to respond prior to applying for dispute resolution. The tenant's claim for the return of her security deposit is therefore premature and is dismissed. In addition, the tenant's forwarding address may not be the same as the tenant's address for service on the Tenant's Application, and so providing an address for service is not adequate to fulfill the tenant's obligation. The landlord has since filed his own claim to retain all or part of the security deposit. The disposition of the security deposit will be determined at the hearing of the landlord's claim.

I find the tenant has not proven that the landlord is responsible for any storage costs she incurred. The aerial photo indicates there is sufficient parking for the "2+ vehicles" promised. The tenant has not provided evidence that she owns the vehicles described or that she incurred any storage costs. In addition, it is not plausible that removing a single car and some debris would free up enough space for the vehicles described.

I find the tenant has not proven her claim for relocation costs. The tenant's evidence does not provide a reasonable basis for her claim that the landlord behaved in a threatening manner which forced her to move.

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: September 25, 2014

Residential Tenancy Branch

