



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This is an application brought by the Tenant requesting a Monetary Order in the amount of \$1260.00.

The applicant testified that the respondent was served with notice of the hearing by registered mail on September 28, 2015 however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I proceeded with the hearing in the respondents absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that she signed a tenancy agreement with the landlord for a tenancy which was to begin on September 1, 2015, with a monthly rent of \$1250.00.

The applicant further testified that the moving company moved some of her belongings into the rental unit on September 1, 2015, however the landlord returned her belongings to her the next day telling her she could not move in.

The applicant further testified that as a result of the landlord breaking the tenancy agreement she had the following costs:

Moving costs	\$350.00
Seven days rent at her previous address while looking for a new place	\$510.00
Lost wages and gas to find a new place	\$150.00
U-Haul truck reservation fee	\$50.00
Cost for men who were to assist in the move	\$150.00
Filing fee	\$50.00
Total	\$1260.00

Analysis

First of all it is my finding that the applicant has not met the burden of proving that she had a tenancy agreement with the respondent, as she has provided no copy of a tenancy agreement, nor has she provided any receipts for rent or security deposit, even though she says she paid both.

Secondly, some of the testimony provided by the tenant contradicts some of the written evidence supplied by the tenant. In her testimony the tenant stated that the moving company moved some of her belongings into the rental unit on September 1, 2015 and that the landlord return them to her the following day, which would be September 2, 2015; however in the letter that the tenant has provided from her previous landlord, he states that the tenants new landlord returned the tenants belongings on August 30, 2015, which would be two days before the date that the tenant says she took her belongings to the new address.

Further, none of the invoices provided by the tenant have any address on them that matches the dispute address.

It is my decision therefore that the applicant has not met the burden of proving her claim and I will not issue any Order against the respondent.

### Conclusion

This application is dismissed in full 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*.

Dated: April 06, 2016

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Residential Tenancy Branch

