

DECISION

Dispute Codes: MNR, CNR, OPR, MNSD, MNDC, DRI, ERP, RP, PSF LRE, LAT, FF

Introduction

This hearing dealt with applications by both the Landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim.

The tenant applied to dispute the notice to end tenancy and to dispute a rent increase. The tenant also applied for a monetary order for compensation for loss under the *Act*, to recover the cost of emergency repairs, the filing fee and for the return of her security deposit. The tenant also applied for an order seeking landlord's action to carry out emergency repairs and provide services and for an order to allow a reduced rent, change locks and suspend the landlord's right to enter the rental unit.

Despite having applied for dispute resolution and being served the notice of hearing by the tenant, the landlord did not attend the hearing. Therefore the landlord's application is dismissed. This hearing only dealt with the tenant's application. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing the tenant stated that she had moved her belongings out of the rental unit on June 02, 2010. Therefore, the tenant's application to cancel the notice to end tenancy is no longer relevant. Also since the tenancy has ended most of the tenant's application is moot. Therefore this hearing only dealt with the tenant's application for a monetary order for compensation, the filing fee and the return of her security deposit.

Issues to be decided

Is the tenant entitled to a monetary order for compensation and the filing fee? Is the tenant entitled to the return of her security deposit?

Background and Evidence

The landlord testified that the tenancy was due to start on April 01, 2010. The unit was not clean and required repair. The tenant stated that there was no written tenancy agreement. The landlord verbally agreed to have the unit repaired and cleaned prior to April 01, 2010. The rent was \$1,300 and the tenant paid a security deposit on March 01 in the amount of \$650.00. The tenant stated that the rent was increased to 1,350.00 just prior to April 01 and the landlord did not keep his word about repairing the unit.

The tenant stated that she never moved in, but moved her belongings in on April 27, 2010. She stated that the unit was uninhabitable and therefore she removed her belongings on June 02, 2010. The tenant did not provide the landlord with a forwarding address. The tenant stated that she paid rent for April but due to the condition of the unit, she was claiming the return of her rent.

The tenant is claiming \$1,200.00 for the return of April's rent, \$366.33 for a moving truck, \$320.00 for cleaning the unit and \$50.00 for the filing fee. The tenant has not filed any evidence to support her claim.

Analysis

The tenant has applied for a monetary order in the amount of \$2,686.33 but has not filed any evidence other than handwritten notes, to support her claim. The tenant stated that she had the evidence but was unable to file in time for the hearing. Therefore the tenant's monetary claim is dismissed with leave to reapply.

The tenant has not provided the landlord with a mailing address in writing. Therefore the landlord has not returned the security deposit to the tenant. The tenant agreed to provide the landlord with a mailing address and wait for the required 15 days before filing an application for the return of her security deposit.

The tenant has not proven her claim and must therefore bear the cost of filing her application.

Conclusion

The tenant's application is dismissed with leave to reapply. The landlord's application is dismissed in its entirety.

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: July 02, 2010.

Dispute Resolution Officer