



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This matter dealt with an application by the tenant for a monetary order for money owed or compensation for loss or damage under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement and to recover her security deposit.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on April 26, 2010. Canada Post tracking information provided by the tenant shows that the landlords' agent signed for this mail on May 14, 2010. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

### Issues(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to a Monetary Order to recover her security deposit?

## Background and Evidence

The tenant testifies that she viewed this rental unit and filed in an application to rent form. Two days later the building manager called her and told her she needed to pay a deposit if she wanted to rent the unit as another party was interested in it. The tenant states she paid a deposit of \$375.00 on September 09, 2009 with the agreement that she would take possession of the rental unit on October 01, 2009. On September 26, 2009 BC Welfare paid 75% of her first month's rent to the sum of \$562.50. When the tenant went to pay the remainder of the rent on October 01, 2009 the landlord told her the unit was not ready because it had no appliances or Hydro and had not yet been inspected by the city.

The tenant claims she waited 28 days for the landlord to remedy these issues and he then informed her that the unit was still not ready. The tenant had to stay in alternative accommodation for those 28 days which cost additional \$400.00 on top of the rent she had already paid for her unit. The tenant claims she also incurred costs for temporary storage for her belongings of \$100.00 and additional living expenses and transportation to the sum of \$200.00.

The tenant testifies that this was a stressful period for her and she seeks compensation for this stress and inconvenience of \$500.00.

The tenant has provided receipts from the landlord of the amounts paid for her deposit and part of her first months rent.

## Analysis

The landlord did not appear at the hearing to dispute the tenants claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the landlord I have considered the tenants evidence only. I find the tenant has established her claim that she paid **\$375.00** for her deposit and **\$562.50** was paid on her behalf for part of her first month's rent. The tenant is entitled to recover these amounts pursuant to section 38 and 67 of the *Act*.

With regard to the tenants claim for temporary accommodation I find the tenant has provided no evidence to show what she had to pay for temporary accommodation. However, I accept that she had to pay something in rent as she was unable to move into the rental unit as agreed by the landlord on October 01, 2009. Consequently, I find the tenant is entitled to receive compensation for this and I have allowed her claim of **\$400.00**. I also accept that as the tenant could not move into the rental unit she would incur costs for storage of her belongings and award her **\$100.00** for these costs pursuant to s. 67 of the *Act*.

I find the tenant has also established her claim for compensation of **\$500.00** for the emotional stress and inconvenience of not being able to move into the rental unit on the agreed date and for the landlord not returning her security deposit and rent paid to her within a reasonable time frame after the landlord realized the tenant would not be able to move into the rental unit on the agreed date.

With regards to the tenants claim for \$200.00 for living expenses and transportation I find these are costs she would be likely to incur wherever she lived and therefore I decline this section of her claim for compensation.



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The tenant is entitled to a Monetary Order for the following amount:

Security deposit	\$375.00
Costs for accommodation	\$400.00
Storage costs	\$100.00
Compensation for stress and inconvenience	\$500.00
<b>Total amount due to the tenant</b>	<b>\$1,937.50</b>

## Conclusion

I HEREBY FIND in partial favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$1,937.50**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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 01, 2010.

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Dispute Resolution Officer