



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC

### Introduction

Some documentary evidence and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$2000.00

### Background and Evidence

The applicant testified that:

- She rented the dispute property and was supposed to move in on April 2, 2010.
- She moved her belongings into a garage at the dispute property on April 1, 2010 with the landlord's permission.
- When she came to move into the rental unit on April 2, 2010 the landlord informed her that the previous tenant would be staying and that she would not be allowed to move in.
- The landlord subsequently moved all her belongings to a garage at another address.

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- She later retrieved her belongings from that address and had them moved into storage.
- She signed off on a document stating she had picked up all her belongings; however she did not check them before signing and later found that six pairs of \$300.00 running shoes were missing.

The applicant is therefore requesting a claim as follows:

Moving costs for moving twice	\$350.00
Total	\$2150.00

The respondent testified that:

- He did sign a tenancy agreement with the tenant however the agreement stipulated that only one person would be moving into the rental unit.
- When the tenant showed up to move into the rental unit it was clear that her boyfriend would also be moving in with her and they had never approved the boyfriend.
- Since the boyfriend was not someone they would approve to move into the rental unit, as they live in the unit themselves, they decided not to let the applicant move-in.
- They stored her belongings at no charge, and all those belongings were returned to her when she came to recover them, and she signed off on a document stating she had recovered all her belongings.

The respondent's therefore believe that since the tenant was attempting to move in with her boyfriend and since all her belongings were returned, this full claim should be dismissed.

## Analysis

Both sides agreed that a tenancy agreement was entered into and the tenancy was to begin at the beginning of April 2010.

Both sides also agreed that the landlord refused to allow the tenants to move into the rental unit.

When the parties entered into the rental agreement, both sides are then bound by the agreement and by the provisions of the Residential Tenancy Act and must comply with the appropriate sections of the Residential Tenancy Act when ending a tenancy.

In this case since the landlord is claiming that the tenants had breached the tenancy agreement, the landlord was required to give a 1 clear month Notice to End Tenancy.

The landlord did not have the right to end this tenancy without giving that notice.

Therefore since the landlord did not comply with the requirements of the Residential Tenancy Act and ended the tenancy without proper notice I will allow the tenants claim for extra moving charges in the amount of \$250.00, as that is the extra amount she paid. I will not allow the original moving costs as that is a cost she would have had anyway.

I deny the tenants claim for \$1800.00 for six pairs of running shoes, because the tenant signed a document stating she had recovered all her belongings.

The applicant claims that she did not check the belongings before signing the document however it was her responsibility to ensure that she had all her belongings before



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signing that document, because by sign the document she is agreeing that she has received all her belongings and cannot then later claim she did not.

## Conclusion

I have issued an order for the respondent's to pay \$250.00 to the applicant.

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 29, 2010.

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Dispute Resolution Officer