



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and for the return of the security deposit.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and for what amount?

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

### Background and Evidence

The tenant testified that she moved into the rental unit with her boyfriend on separate tenancy agreements that started on April 1<sup>st</sup>, 2010. This tenant's portion of the rent was \$325.00 per month and she paid a security deposit of \$162.50.

The tenant testified that the City of Surrey came to her door telling her that she was being evicted for living in an illegal suite, and that she had 2 months to find other accommodations. The tenant said that at the time the landlord was out of the country, and that she moved within 30 days out of fear of finding herself homeless with a new

born baby. Although the tenant could not recall when she was approached by the City of Surrey, she stated that she moved out on June 1<sup>st</sup>, 2011.

The tenant provided receipts for moving expenses of \$69.00. The tenant is also claiming \$60.00 for the cost of a change of address, and one months' rent of \$650.00. In her documentary evidence the landlord provided 10 photographs showing that the suite was cleaned and left undamaged at the end of the tenancy. She also produced a copy of a letter from the City of Surrey dated May 15<sup>th</sup>, 2011 addressed to the landlord, informing the landlord that the suite was an illegal dwelling and needed a number of alterations. The tenant also provided a copy of her notice of forwarding address to the landlord dated July 6<sup>th</sup>, 2011.

The landlord testified that he returned to the country on or about June 15<sup>th</sup>, 2011; he stated that the tenant had already left by then and that he did not receive written notice to end the tenancy. He stated that the letter from the City of Surrey was addressed to him and not the tenant; that the City of Surrey did not evict the tenant; that he addressed the City's concerns with the unit; and that the tenant did not have to move out. He stated that the tenant had spoken to him about wanting to move because she just had a baby, and that the problems started when the tenant called the City about concerns with the unit. He stated that he did not receive a written notice to end tenancy.

### Analysis

According to the evidence the tenant occupied the rental unit until June 1<sup>st</sup>, 2011. The tenant received knowledge that the unit was an illegal suite but I am not persuaded that the City evicted the tenant, but rather that the City would leave it to the landlord to govern his tenancy pursuant to the Act. I find that the tenant was not obliged to move, and that she chose to move of her own accord. If the tenant had fears about the City's letter and being homeless, a remedy for the tenant would have been to seek assistance through the Residential Tenancy Branch or through dispute resolution if the landlord failed to attend to the issue. The tenant did not mention any defects with the rental unit;

I cannot find that it was of no value to the tenant and I find no basis to grant the tenant a month's rent, moving expenses, or the cost for a change of address. Therefore I dismiss this aspect of the tenant's claim.

Section 38(1) of the *Residential Tenancy Act* provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the landlord received the tenant's forwarding address in writing. The landlord became aware that the tenancy ended and stated that he received the tenant's forwarding address. Therefore I find that the tenant is entitled to the return of her security deposit.

Section 60(1) of the Act provides also for the landlord to make an application for dispute resolution over matters related to the tenancy within two years after the tenancy ends. The landlord is entitled to claim monetary compensation against the tenant for any damages alleged, and to submit evidence at that time.

### Conclusion

Pursuant to Section 67 of the Act, I grant the landlord a monetary order for the balance of \$162.50. This Order may be registered in the Small Claims Court and enforced 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: October 17, 2011.

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Residential Tenancy Branch