



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of the deposit and compensation for damage or loss under the Act.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Is the tenant entitled return of the deposit paid?

Is the tenant entitled to compensation for loss of personal property?

Background and Evidence

The tenancy commenced on October 6, 2011, rent was \$900.00 per month, due on the first day of each month. A deposit in the sum of \$450.00 was paid on October 15, 2011.

A move-in condition inspection report was completed. The tenant stated that she was not contacted to complete a move-out condition inspection.

Copies of the move-in condition inspection report and the tenancy agreement were supplied as evidence.

The landlord had an agent act on his behalf. On May 1, 2012 the tenant gave the agent written notice that she would vacate the unit in 1 month.

The parties agreed that the tenant vacated the unit on June 6, 2012. The parties also agreed that, effective the date of this hearing, the landlord has been given the tenant's written forwarding address.

The tenant confirmed that she did not give the landlord her address until she made her application for this hearing. The tenant added the address to the evidence supplied, which contained the written notice ending the tenancy she have given to the landlord's agent.

The tenant claimed compensation for the loss of value of 2 washing machines, a dryer and some curtains. The tenant had left these belongings in the landlord's carport. The tenant alleged the landlord had moved the items outside of the carport and that they were ruined by rain. No verification of the value of these items was supplied. Photographs of the items were submitted by each party. The tenant claimed a loss of \$1,250.00 for the machines and \$125.00 for her blinds.

The landlord took photographs of the machines to a repair company who told him the machines were old and of no value. The landlord stated that the machines were left outside of the carport and that he placed a tarp over them. Photographs showed the presence of a tarp.

The tenant did not attempt to use the machines but assumed they were no longer useable as the items had been exposed to rain and weather. The tenant did not remove these items when she vacated.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

The tenant has agreed that she did not previously give the landlord her written forwarding address; it was only when she submitted her application that the landlord was given the address. Therefore, the parties reached agreement that the written address has been given to the landlord effective October 31, 2012. Therefore, I find that the tenant's application for return of the deposit was premature. The tenant has leave to reapply requesting return of the deposit once fifteen days have passed beyond October 31, 2012.

The tenant also agreed that she vacated the unit on June 6, 2012.

Pursuant to section 63(2) of the Act, I find that the written forwarding address was effectively given to the landlord on October 31, 2012 and, pursuant to section 44 of the Act, I find that the tenancy ended on June 6, 2012.

In the absence of any evidence showing the value of the belongings the tenant claims the landlord damaged and, in the absence of evidence the items were actually damaged by the landlord I find that the claim for compensation is dismissed.

The parties were encouraged to seek out information on their rights and obligations in relation to the deposit.

Conclusion

The tenants claim for return of the deposit was premature; this portion of the application is dismissed with leave to reapply. Effective October 31, 2012, the landlord has been given the tenant's written forwarding address.

The tenancy ended on June 6, 2012.

The tenant's claim for compensation is dismissed.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 01, 2012.

Residential Tenancy Branch