



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of the security deposit, lost wages, storage costs and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the tenant entitled to the return of the security deposit and lost wages? Is the landlord responsible for costs incurred by the tenant for storage?

### **Background and Evidence**

The tenancy started on June 01, 2011 for a fixed term of one year ending on May 31, 2012. A tenancy agreement was filed into evidence. At the end of the fixed term, the tenancy would continue on a month to month basis. The monthly rent is \$850.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$425.00.

Despite several requests, the tenant failed to pay a pet deposit and was repeatedly late paying rent. The landlord filed rent receipts to support the late payment of rent. On April 30 and June 27, the landlord served the tenant with notices to end tenancy for cause for the above reasons. The tenant did not make application to dispute the notices and moved out on July 31, 2012.

On August 01, 2012, both parties conducted a move out inspection. A report was created and some discrepancies were recorded in the report. The tenant signed the report agreeing to allow the landlord to retain the security deposit towards the cost of cleaning and repair.

The tenant agreed that he signed the report but stated that the landlord gave him the impression that all was well and that he would be getting his security deposit back. The landlord denied having promised to return the security deposit and stated that she informed the tenant that the condition of the unit was unsatisfactory and he even requested his daughter to clean an area that was missed.

The tenant stated that he had to miss work to move out and to apply for dispute resolution. He is claiming \$300.00 for lost wages. The tenant also stated that there was no move out date on the tenancy agreement and the fixed term would continue on a month to month basis and therefore the landlord should not have ended the tenancy.

The tenant believes that the landlord acted in error and should be held responsible for his lost wages of \$300.00 plus the cost of storing his personal belongings in the amount of \$120.00. I explained to the tenant that the landlord had served him with two notices to end tenancy for cause and that he had the opportunity to dispute the notices, but chose not to do so.

The tenant is applying for the following:

1.	Security Deposit	\$425.00
3.	Storage costs	\$120.00
4.	Filing fee	\$50.00
	Total	<b>\$895.00</b>

### **Analysis**

1. Security Deposit - \$425

Based on move out inspection report, I find that by signing in agreement, the tenant allowed the landlord to retain the security deposit. Therefore I find that the tenant is not entitled to its return.

- 2. Lost Wages - \$300.00
- 3. Storage costs - \$120.00

The tenant moved out voluntarily as he did not dispute the notices to end tenancy served on him. Therefore I find that the landlord is not responsible for the wages that he lost due to time spent moving and applying for dispute resolution. I further find that the landlord is not responsible for the cost of storage. Accordingly the tenant's monetary claim for these items is dismissed.

4. Filing fee - \$50.00

The tenant has not proven his case and therefore must bear the cost of filing his application.

### **Conclusion**

The tenant'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: October 10, 2012.

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Residential Tenancy Branch