



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$800.00, for the inconvenience she experienced after the landlord allegedly did not allow her to move in. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Was the tenant inconvenienced due to the actions of the landlord? Is the tenant entitled to compensation?

### **Background and Evidence**

The parties entered into a verbal tenancy agreement at the end of June 2012 for a tenancy that was due to start on July 01, 2012. The landlord filled out rental information on a form required by social services in order to provide the tenant with a security deposit. The landlord received a security deposit of \$250.00. On June 28, 2012 the tenant started moving in.

The tenant testified that upon move in she found that the unit was not clean and that the stove was missing. She contacted the landlord at his place of work and asked him when he intended to clean the rental unit and replace the stove.

The landlord testified that the tenant called him to inform him that the unit was too small and that she did not want to move in. She asked for the return of the security deposit in cash. The landlord returned the security deposit by cheque. After the landlord testified about the call he received at work, the tenant agreed that she did mention that the place was too small for her. The tenant maintained that the reason she did not move in is because the landlord did not permit her to move in. She stated that after she told him that the rental unit was dirty, he got offended and told her not to move in.

During the hearing, I asked the tenant about what arrangements were made to have the condition of the unit documented by conducting a move in inspection. The tenant stated that the landlord told her that he would do the inspection after she moved in.

The tenant stated that because she did not get her deposit back immediately in cash, she was homeless for three weeks and had to put her belongings in storage and move in with her boyfriend. The tenant filed a copy of the invoice for the storage costs. The invoice indicates that the tenant's belongings were in storage in October 2012.

The tenant is claiming monetary compensation in the amount of \$800.00 for the inconvenience endured and for the cost of moving and storage of her belongings.

### **Analysis**

Based on the verbal testimony of both parties, I find that the landlord rented the unit to the tenant effective July 01, 2012 and allowed her to move in a few days earlier. I further find that the tenant decided not to move in prior to July 01, 2012.

Based on the testimony of both parties, I find that if the unit was dirty as alleged by the tenant, she could have conducted a move in inspection with the landlord and documented the condition of the unit. The tenant also testified that the landlord told her he would conduct a move in inspection after she moved in. Despite the landlord's offer to conduct a move in inspection, the tenant did not do so and did not give the landlord an opportunity to clean as necessary.

The tenant testified that the landlord did not permit her to move in and the landlord denied this. I prefer the testimony of the landlord and find that he had no reason to refuse the tenant occupancy of the rental unit. This is confirmed by the tenant's testimony of the landlord agreeing to conduct a move in inspection after she moved in. I find that the tenant changed her mind based on the fact that the unit was not large enough to accommodate her belongings.

Therefore I find that any inconvenience suffered by the tenant, was a result of her own actions. Accordingly, I find that the tenant has not proven her case and is not entitled to compensation.

### **Conclusion**

The tenant's claim is dismissed.

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: March 07, 2013

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Residential Tenancy Branch

