



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, OLC, RR FF*

Introduction

This hearing dealt with an application by the tenants pursuant to the *Residential Tenancy Act* for a monetary order for the cost of moving, laundry and the filing fee.

The landlord did not attend the hearing. I accept the evidence of the tenant that the landlord was served with notice of this application and hearing by registered mail on June 12, 2013. The tenant provided a copy of the tracking slip.

The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord responsible for the cost of moving? Did the landlord provide laundry facilities as noted on the tenancy agreement? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on April 15, 2013 and ended on June 19, 2013 pursuant to a mutual end to tenancy agreement, entered into by both parties.

The tenant filed a copy of the tenancy agreement. Laundry facilities were included in the rent. The tenant stated that the landlord stopped communicating with the tenant and therefore the tenant had difficulty gaining access to the locked laundry room. The tenant also stated that the landlord refused to action any problems at the rental unit. Due to the lack of communication and the loss of laundry facilities, the tenant decided to move out.

On May 13, 2013, the parties signed a mutual end to tenancy agreement to be effective on June 19, 2013.

The tenant has filed two receipts for the costs of moving in and moving out of the rental unit, in the amounts of \$307.12 and \$401.62 respectively. The tenant stated that had she not had problems with the landlord, she would not have ended the tenancy.

The tenant has filed proof of having paid \$57.24 and \$52.89 on June 07 and June 14 for laundry services and is claiming the return of these amounts. The tenant is also claiming the recovery of the filing fee of \$50.00.

Analysis

Based on the undisputed testimony of the tenant, I find that the parties entered into a mutual agreement to end the tenancy. Therefore the tenant must bear the costs of moving and accordingly I dismiss this portion of the tenant's claim.

The use of laundry was included in the rent and based on the undisputed testimony of the tenant, I find that she did not have access to the laundry on June 07 and June 14 and was forced to use a laundromat. Therefore, I find that the tenant is entitled to her claim. The tenant has filed receipts as proof of payment and accordingly I award the tenant \$110.16.

The tenant has proven a portion of her claim and therefore I award her the recovery of the filing fee of \$50.00.

Overall the tenant has established a claim for \$160.16. Pursuant to section 67, I am issuing a formal order for payment in this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order for **\$160.16**.

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: July 09, 2013

Residential Tenancy Branch

