



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kendall Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, MNSD, OLC

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security deposit / and an order instructing the landlord to comply with the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the month-to-month tenancy began on October 1, 2013. Monthly rent of \$600.00 is due and payable in advance on the first day of each month, and a security deposit of \$300.00 was collected.

The tenant paid rent in full for October. Thereafter, on or about October 31, 2013 she received a voice mail message from the landlord's agent, informing her that the property had been sold and that she would be required to vacate the unit by December 6, 2013.

The tenant paid rent for November. Following this, arising from a foreclosure on the property, by letter dated November 7, 2013, legal counsel acting for the petitioner (holder of the first mortgage on the property) contacted the tenant. In the letter, legal counsel instructed the tenant that pursuant to the "Court Order made in the Foreclosure on November 6, 2013," she must vacate the unit by "no later than noon on December 6, 2013." During the hearing the parties agreed that the possibility of foreclosure had been discussed between them prior to the start of the tenancy.

The tenant subsequently vacated the unit on November 20, 2013 and a cheque was issued by the landlord in her favour in the amount of \$356.26. This amount reflects reimbursement of the tenant's security deposit and reimbursement of pro-rated rent for a portion of November, minus an estimate of the cost of utilities for which the tenant was responsible. These particular matters were resolved after the time when the tenant filed her application for dispute resolution on November 6, 2013.

As for costs claimed in the amount of \$200.00 for moving, there is no receipt in evidence. The tenant testified that the amount claimed reflects the estimated value of time spent by a friend assisting her to move, and the cost to him of gas. The tenant testified that she raised this matter with the Ministry of Housing and Social Development, and that no final decision has presently been made around whether or not she may receive at least partial payment.

Further, there are no receipts / invoices in evidence for costs claimed in relation to refrigerated foodstuffs the tenant claims were discarded as a result of temporary absence(s) of hydro in the subject unit, or receipts / invoices in evidence associated with costs claimed for transfer of telephone / utilities in the tenant's name to her current residence.

Finally, the tenant has claimed in her application that she spent 3.5 hours cleaning in the unit at the start of tenancy, and I note that the move-in condition inspection report documents certain cleaning that was required. However, there is no evidence of any conversation or agreement between the parties in this regard.

Analysis

Based on the documentary evidence and testimony, I find that the manner in which the tenancy ended is substantially linked to a Supreme Court action, and I therefore decline jurisdiction around that aspect of application. This includes the claim for recovery of moving costs and costs associated with transfer of telephone / utilities.

Further, I am satisfied that some of the matters in dispute have been resolved between the parties subsequent to the time when the tenant's application was filed.

Finally, in the absence of sufficient evidence, the tenant's application to recover certain costs related to discarded foodstuffs and, by inference, labour associated with cleaning in the unit, are hereby dismissed.

Conclusion

As above, jurisdiction has been declined in a limited way, and remaining matters in dispute have been variously either resolved or 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: December 19, 2013

Residential Tenancy Branch

