



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC

Introduction

This is an application to cancel a Notice to End Tenancy, and an application for a Monetary Order for \$120.00, and return of the security deposit in the amount of \$325.00.

The applicant testified that the respondent was served with notice of the hearing by personal service on December 23, 2013; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

At the beginning of the hearing the applicant informed me that she has vacated the rental unit, and therefore is no longer requesting an Order that the Notice to End Tenancy be set aside.

The applicant also informed me that the landlord has returned her full security deposit of \$325.00, and therefore she is no longer requesting an Order for the return of the deposit.

Therefore the remaining issue is whether or not the applicant has established a monetary claim against the landlord.

Background and Evidence

The applicant testified that:

- On December 16, 2013 the landlord served her with the Notice to End Tenancy that was not in the correct form.
- On December 20, 2013 she filed the dispute that notice.
- On December 27, 2013 she signed an agreement with the landlord agreeing to move out of the rental unit on January 15, 2014, and the landlord agreed to return her full security deposit of \$325.00.
- She subsequently decided that it was too stressful living in the rental unit, with the unfounded complaints from the other tenant, and frequent visits from the landlord and therefore she informed the landlord that, if the landlord returned the one half months rent she had paid for the month of January 2014, and also returned her full security deposit, she would vacate the rental unit on Monday, January 1, 2014.
- The landlord agreed to these conditions, returned one half months rent, and the full security deposit, and she vacated the rental unit on December 30, 2013.
- She had to put some of her belongings in storage due to having to move prior to January 15, 2014, and she believes the landlord should pay those storage costs.
- She was also unable to cash the landlord's cheque at the landlord's bank or her bank and as a result had to use Money Mart, who charged her a total of \$43.42 and she believes the landlord should pay that as well.
- She had also taken photos for evidence that cost a total of \$25.00, as she is therefore also asking for the landlord pay for the cost of those photos.

Analysis

It is my decision that I will not allow any of the amounts claimed by the applicant.

In the applicant's own written statement she states that she called the landlord told the landlord she would move by January 1, 2014 on the condition that the landlord returned both her security deposit in full, and the one half months rent she had paid for January 2014. The landlord agreed with this request, and returned the full amount of money requested by the tenant.

It is my finding that the tenant is bound by this agreement, as it was she who offered to move if the landlord returned her full security deposit and one half months rent. She made no mention at that time of expecting to be paid for any storage costs. It's my decision that the landlord cannot be expected to pay the tenant storage costs when they were not part of the agreement reached.

As far as the cost for cashing the cheques at Money Mart, it's my decision that this is a cost that must be borne by the tenant as it was not the result of any negligence on the part of the landlords. It is not the landlord's fault that the tenant's bank puts a hold on cheques that she deposits.

As far as the claim for photos is concerned, this is the cost of gathering evidence for dispute resolution process, and I have no authority to order such costs.

Conclusion

The applicant's monetary claim is dismissed in full without leave to reapply.

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: February 05, 2014

Residential Tenancy Branch

