



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, O

Introduction

This is an application for a monetary order for \$3750.00 and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed the November 25, 2013 to the respondent's present address; however the respondent did not join the conference call that was set up for the hearing.

Documents and by registered mail I'd been served five days after mailing, and therefore it is my finding that the respondent has been properly served with notice of today's hearing. I therefore proceeded with the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim for \$3750.00?

Background and Evidence

The applicant testified that:

- He negotiated to rent a three-bedroom condo from the respondent and the respondent agreed to remove all the furniture from the rental unit prior to their arrival.
- When they arrived at the rental unit they discovered that one of the bedrooms was still full of furniture, and as a result they had to move that furniture to storage at a cost of \$350.00.
- In the original verbal agreement they were to have the rental unit at \$875.00 a month for the months of January 2013 through June 2013, and then for the months of July 2013 and August 2013, the rent would be raised to \$1800.00 per month.
- Further if they decided to stay at the rental unit, the rent would then be reduced back down to \$875.00 per month as of September 2013.
- The landlord later reneged on the agreement to allow them to rent the unit for the months of July 2013 and August 2013, stating that the landlords wanted to use the unit themselves.
- As a result of the landlords decision they were forced to move out of the rental unit rather than being allowed to stay and pay a higher rent.
- Further, during the tenancy the landlord refused to repair a bathroom shower and as a result they had loss of use of that bathroom shower for the full term of their tenancy.

He is therefore requesting a monetary order as follows:

Moving landlords belongings to storage	\$350.00
Moving expenses to move to new rental unit	\$300.00
Loss of use of shower	\$200.00
Our time wasted packing and unpacking for second move	\$2000.00
Filing fee	\$50.00

Total	\$2900.00

Analysis

It is my decision that I will not allow any of the applicants claim.

The applicant claims that the respondent had left furniture behind and that he had to pay \$350.00 to move that furniture, however the applicant has provided no evidence in support of this claim. I am not willing to issue a monetary order simply on the tenant's word.

I also denied the claims for costs and time spent packing and moving into a new residence. The applicant testified that the landlord never gave him a written Notice to End Tenancy in the form required under the Residential Tenancy Act, and therefore the applicant was not required to move out of the rental unit, and if he chose to do so without receiving the required notice, he does not have a claim for moving expenses against the respondent.

I also deny the applicant's claim for an alleged problem with the shower. Again the applicant has supplied no evidence in support of this claim, other than his testimony that the shower did not work properly and some e-mails back and forth between himself and the landlord. It's my finding that there is insufficient evidence to support the tenants claim.

Conclusion

The tenant's application 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: March 12, 2014

Residential Tenancy Branch

