



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF, MNDC

Introduction

There are applications filed by both parties. The landlord seeks a monetary order for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee. The tenant also seeks a monetary order for money owed or compensation for damage or loss and the return of the security deposit.

Both parties attended the hearing by conference call and gave testimony. As both parties have confirmed receipt of the notice of hearing package submitted by the other party and the submitted documentary evidence, I am satisfied that both parties have been properly served.

During the hearing, the landlord clarified that he was withdrawing two portions of his monetary claim. The landlord has withdrawn his request for unpaid rent for January 2014 of \$450.00 and \$80.00 in labour costs. It was also clarified with both parties that the tenant's monetary claim shall be limited to the original amount applied for of \$337.50 instead of a notated amount of \$859.50 in his evidence. When asked to clarify the amount, the tenant could not provide sufficient details of his claim for the additional amount. As such, the tenant's claim is limited to the amount applied for of \$337.50.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Is the tenant entitled to a monetary order?

Background and Evidence

This tenancy began on August 1, 2013 on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated July 5, 2013. The monthly rent was \$450.00 payable on the 1st of each month and a security deposit of \$225.00 was paid on August 1, 2013.

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated December 2, 2013 with an effective end of tenancy date of December 9, 2013. The notice states that the tenant failed to pay rent of \$350.00 that was due on December 1, 2013. The notice also shows a notation under utilities that the tenant failed to pay storage fees of \$100.00 that was due after written demand was given on August 1, 2013. There is a notation of "rent 450.00 was given 100.00 off for lose of fridge use." Another written notation states, "Tenant also changed locks, landlord was not given key." The tenant disputes that he was never served with this notice, but instead vacated the rental unit sometime at the end of November 2013 after he received a hand written not attached to his Winnebago.

The tenant confirmed in his direct testimony that no rent was paid for December 2013 and that he did not give any notice to the landlord that he was vacating the rental unit. The landlord confirmed this in his direct testimony stating that he was aware of December 9, 2013 that the tenant had vacated the rental unit some day prior. The tenant also stated that he has never provided his forwarding address in writing for the return of the security deposit until his letter dated April 15, 2014 prior to serving the landlord with his application for dispute resolution.

The landlord seeks a monetary claim of \$550.00 consisting of loss of rental income for December of \$450.00 and \$100.00 for storage fees for the tenant's Winnebago.

The tenant seeks a monetary claim of \$337.50 consisting of the \$225.00 security deposit and loss of food from no fridge of \$112.50. The tenant states that he is unable to provide any details of why he selected this amount for compensation.

Analysis

On the issue of service of the 10 day notice to end tenancy issued for unpaid rent dated December 2, 2013, I find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. Although the tenant disputes receiving the 10 day notice the tenant has confirmed in his direct testimony that he vacated the rental unit without notice to the landlord over a dispute for losing the use of the refrigerator. The landlord has also claimed that the tenant changed the locks to the rental unit without permission for which he did not discover until December 9, 2013 when he attended to see if the tenant had vacated and as well replace the refrigerator. The landlord has established a claim for loss of rental income of \$450.00. I note however based upon the landlord's submitted documentary and direct evidence that he had applied a \$100.00 credit to the tenant for the loss of use of a refrigerator. I find that this is sufficient in the circumstances to compensate the tenant with the loss of use, even though the landlord has failed to provide sufficient evidence that the tenant was being offered compensation for such. As such, the landlord has established a total monetary claim of \$350.00.

On the landlord's claim for \$100.00 for a storage fee for the tenant's Winnebago, I find that the landlord has failed to provide sufficient evidence to support this claim. The tenant has disputed the landlord's claim. The landlord states that the tenant had verbally agreed to pay \$100.00 to store his Winnebago on the rental property. I find that as this claim is in dispute and the landlord has failed to provide sufficient evidence to satisfy me that there was an agreement for storage that the landlord's claim is denied.

On the tenant's claim for loss of food, I find that the tenant has failed. The landlord has acknowledged the loss of the refrigerator and compensated the tenant in the above noted amount of \$100.00. The landlord has claimed that the tenant had use of an alternate refrigerator in his Winnebago for which the tenant was connected to the rental unit electricity to run. The tenant has failed to provide sufficient details of any food losses by not providing any details of the loss for example any receipts for replacement or evidence of loss.

The landlord is also entitled to recovery of the \$50.00 filing fee.

I order that the landlord retain the \$225.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for the balance due of \$175.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$175.00.

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: September 03, 2014

Residential Tenancy Branch

