



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF O

Introduction

This hearing dealt with an application by the tenant for recovery of the security deposit and other monetary compensation. The tenant and the landlord attended the teleconference hearing.

The hearing first convened on November 4, 2014. On that date, the landlord stated that the tenant had incorrectly named the landlord. I amended the application to reflect the landlord's correct name. The landlord stated that he would have submitted evidence in response to the tenant's application. I determined that it was appropriate to adjourn the hearing to allow the landlord to submit evidence.

The hearing reconvened on December 16, 2014. On that date, the parties confirmed that they had received the other party's evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in July 2011, with monthly rent of \$825.

On February 25, 2014, the hot water tank in the unit blew up and the resultant flooding damaged the rental unit floors. The tenant temporarily moved out of the unit and stored

her possessions elsewhere. The tenant did not move back into the unit, and the tenancy ended in late March 2014.

Tenant's Evidence

The tenant stated that when the hot water tank blew up, she called the landlord and told him about the damage. The tenant stated that the landlord told her that he did not have any insurance on the condo. The landlord called for a professional company to clean up. The tenant stated that she did some mopping up. The tenant also stated that the hot water tank was from 1993.

The tenant stated that the restoration company told the tenant that she would have to remove all of her belongings from the floor because they had to replace the flooring. The tenant stated that she stayed in her parents' trailer and put some of her possessions in storage. The tenant stated that the landlord later told the tenant that the exterior stairs to the unit would have to be torn down, so the tenant would need to remove the rest of her belongings. The tenant stated that she hired a moving truck, put the rest of her possessions in storage, and began looking for a new place.

The tenant stated that she told the landlord in mid-April that she was moving out. The tenant stated that the landlord said he would not return her security deposit because she had not given notice. The tenant stated that on March 30, 2014 she gave the landlord her parents' address in writing as a contact address. The tenant stated that in her opinion the tenancy ended at the end of March 2014, when it was confirmed that the unit was not livable.

The tenant claimed compensation as follows:

- 1) \$150 for the moving truck
- 2) \$100 for storage
- 3) \$1600 for rental accommodations during repairs to the suite
- 4) \$425 recovery of the security deposit

In support of her claim the tenant submitted receipts, all issued by the same individual, for renting a trailer and storage of her possessions. The receipts show payment of \$200 for the trailer from February 25 to 28, 2014; \$400 for the trailer from March 1 to 8, 2014; \$400 for the trailer from March 9 to 16, 2014; and \$100 for storage (no time period indicated).

In regard to the security deposit, the tenant stated that, as shown in the landlord's banking records, she paid the landlord \$850 on July 14, 2011, \$425 of which was for half a month's rent for the latter half of July 2014, and the other \$425 of which was her security deposit.

Landlord's Response

The landlord stated that the tenant did not give the landlord an address when she left, and she did not at first give the landlord a letter notifying him that she was vacating. The landlord stated that he was only going to pay for the tenant's storage if she was going to remain as a tenant.

In the hearing the landlord first stated that the tenant did not pay a security deposit. However, after viewing his banking records he stated that as the tenant did move in on July 15, 2011, she must have paid the security deposit.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

The tenant was required to find alternate accommodations and then store her possessions after the hot water tank blew up, and I find that she is entitled to compensation for these costs. However, the tenant's receipts only show payment of a total of \$1000 for rental of the trailer, as well as \$100 for storage. I therefore grant her recovery of these amounts only.

The tenant did not provide a receipt for the moving truck; and as the tenant would have had to hire a moving truck whenever the tenancy ended, I find that she would have incurred that cost at that time. I therefore decline to grant the tenant compensation for the moving truck.

I find that the tenant did pay a security deposit of \$425. I find that the tenant did not provide her forwarding address in writing, only a contact address while she was temporarily residing at her parents' trailer. I therefore find that the tenant is not entitled to double recovery of the security deposit, only the base amount of \$425.

As her application was mostly successful, I find that the tenant is also entitled to recover the \$50 filing fee for the cost of this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1575. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 23, 2014

Residential Tenancy Branch

