



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of the security deposit, return of rent, storage and transportation costs and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

This application for dispute resolution by the tenant was initially heard on April 10, 2015 and was adjourned to allow for the landlord's evidence to be received and considered.

The landlord had also made application earlier and this matter was heard on July 16, 2015. The parties referred to the decision dated July 17, 2015. In this decision, the security deposit and the loss of income suffered by the landlord due to the tenant moving out prior to the end of the fixed term, were dealt with. Accordingly, this hearing will not address these two items even though the tenant has applied for them.

Issues to be decided

Is the tenant entitled to a monetary order for the cost of storage, rent at her new rental unit and the cost to transport her belongings to her new rental unit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on July 01, 2013 for a fixed term of nine months ending on March 31, 2014. The monthly rent was \$950.00 due on the first of each month.

Both parties agreed that there was a storage room that was going to be shared by the landlord and the tenant and that access to the storage room was through the rental unit. The landlord stated that she stored her items in the back half of the room and allowed the tenant the use of the front area of the room.

The landlord also pointed out that the area of the room that was available to the tenant for her storage use was clearly explained to the tenant. The tenant denied having been assigned only a portion of the storage room.

The rental unit is furnished and the tenant brought some of her own furniture. Right at the start of the tenancy, the items inside the rental unit that the tenant did not need were also placed inside the storage room. The landlord stated that through the tenancy there were no issues between the two parties. The storage area that was assigned to the tenant was adequate for the tenant's needs.

In November 2013, the tenant requested the landlord for additional space inside the storage room. The landlord refused but agreed to loan the tenant a rolling rack to store some clothing that belonged to her husband.

Later that month, the landlord had received an unusually high utility bill and the red light on the thermostat to the furnace was blinking. The landlord called a technician to inspect the furnace and resolve the issue. The landlord visited the storage area along with the technician. At the time of the visit, the tenant was not home and the landlord had not provided the tenant with written notice.

The landlord stated that through the tenancy she visited the unit upon the tenant's request without providing a written notice and this practice was accepted by the tenant.

During the technician's visit the landlord found that her belongings that were stored in her portion of the storage area had been moved around. Her clothes in her closet were on the floor of the closet and the hanging space was utilized by the tenant. The landlord moved the rolling rack that she had loaned the tenant out of the storage area into the living room.

The tenant stated that the landlord moved out multiple items from the storage area into the living room but agreed that some of her items were left behind in the storage room. The tenant also agreed that she had used the landlord's closet to store the additional clothing.

The landlord filed a copy of the tenant's letter of apology. In this letter the tenant agrees that she had moved the landlord's items around in the storage area and also agreed that she had brought in some extra clothes and kitchen/office supplies. The tenant also admits that she used the landlord's closet in the storage area for her husband's suits which were too heavy for the closet inside the rental unit.

The tenant stated that the landlord informed her that the unit was rented to only one person because it was not large enough to house two people and their belongings. The tenant stated that because the landlord objected to her storing her husband's items in the house and because the landlord entered the rental unit without notice and removed some of the tenant's items from storage and placed them in the living room, she decided to move out. On January 27, 2014, the tenant provided notice to end the tenancy effective February 28, 2014.

The tenant stated that she was unable to find storage nearby and therefore she rented a residential unit with larger storage facilities. On February 10, 2014, the tenant entered into a written tenancy agreement for a larger unit to accommodate her needs for additional storage. The rent for this unit is \$1,000.00 and the tenant stated that she rented the unit starting February 01, 2014. The tenant is claiming \$1,500.00 for the period of February 01 to March 15, 2014 as the cost of renting this rental unit for the additional storage.

The tenant stated that she had to make several trips by ferry and used her vehicle to move her items from the dispute rental unit to the new rental unit. She also stated that due to the heavy snow and the landlord's failure to clear the driveway in a timely manner, she incurred extra expenses for additional trips to move her belongings. The tenant is claiming the cost of transporting her belongings to the new rental unit.

The tenant is applying for the following:

1.	Rent for February and March 2014	\$1,500.00
2.	Rent for part of March 2014	\$245.00
3.	Storage costs	\$429.00
4.	Ferry transportation	\$307.95
5.	Mileage	\$412.29
6.	Filing fee	\$50.00
	Total	\$2,944.24

Analysis

1. Rent for February and March - \$1,500.00.

Based on the testimony of both parties, I find that the landlord and tenant shared a storage room. The tenant denied having been informed that only a portion of the storage room was assigned to her.

In the absence of a written agreement regarding how much of the storage room was assigned for the tenant's use, I am unable to determine whether the tenant was informed of the area that was assigned to her.

However, I accept the landlord's testimony that the rental unit was only large enough for one person and their belongings and was rented as such. From the start of tenancy on July 01, 2013 to November 2013, there were no issues regarding the storage area.

The tenant agreed that her husband had a change of employment and that his clothing and other belongings were brought into the rental unit for storage. I also accept the landlord's testimony that the tenant used the landlord's closet to hang her husband's suits and placed the landlord's clothes on the floor of the closet.

The tenant agreed that there was insufficient space in the rental unit to store the additional items which included kitchen and office supplies and therefore she sought storage outside the rental unit. The tenant also testified that she was unable to find storage nearby and therefore she was forced to rent a larger residential unit with extra storage facilities at a higher rent.

Based on the above, I find on a balance of probabilities that it is more likely than not that the tenant's need for storage increased when her husband's employment situation changed and he needed to store his personal belongings inside the rental unit. I accept that the storage area was sufficient for one occupant and their belongings and was not suitable for the storage of the additional items that the tenant was attempting to store. Since the landlord had rented the unit based on single occupancy, I find that the landlord is not responsible for the cost of storing additional items that the tenant acquired during the tenancy. Therefore the tenant must bear the cost of renting a unit with larger storage facilities. Accordingly the tenant's claim for rent of a larger unit is dismissed.

2. Rent for part of March 2014 - \$245.00

This portion of the tenant's claim was already dealt with during the hearing on July 16, 2015 and is accordingly dismissed.

3. Storage costs - \$429.00

The tenant withdrew this portion of her claim.

4. Ferry Transportation - \$307.95

5. Mileage - \$412.29

Based on the testimony of both parties, I find that at the start of the tenancy, the tenant was provided with storage facilities that were suited for one person.

Four months into the tenancy, the tenant chose to store additional items which the rental unit was not large enough to accommodate. The tenant also chose to move to a larger rental unit to accommodate the additional belongings and is therefore responsible for the cost of transporting her belongings to the new rental unit. Accordingly the tenant's claim for the cost of ferry transportation and mileage is dismissed.

The tenant argued that she incurred extra costs of transportation due to the landlord's failure to clear the driveway off snow. The landlord stated that the snow storm was at the end of February and that the entire street was impacted. Since the landlord is not responsible for the cost of moving the tenant's belongings, she is also not responsible for any extra costs incurred by the tenant.

6. Filing fee - \$50.00

The tenant has not proven her case and therefore must bear the cost of filing her application.

Conclusion

The tenant's application is dismissed in its entirety.

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: July 16, 2015

Residential Tenancy Branch

