



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or the tenancy agreement.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on July 9, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is there damage or loss to the Tenant and if so how much?
2. Is the Tenant entitled to compensation and if so how much?

Background and Evidence

This tenancy started in March, 2016 as a month to month tenancy. Rent was \$450.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$225.00 at the start of the tenancy. The tenancy ended on June 27, 2016 when the Tenant gave written notice to the Landlord he was moving out. The Landlord returned the Tenant’s security deposit of \$225.00 in full at the end of the tenancy.

The Tenant said that the rental unit had a water leak or moisture problem around June 9, 2016 which resulted in the unit smelling wet and the Tenant had to move his belongings around to keep them dry. The Tenant said he told the Landlord about the moisture problem but the Landlord did not repair it. As a result the Tenant felt that he

had to move out of the rental unit. The Tenant said he did not have a place to move to so he put his belongings in a storage unit. The Tenant said the compensation he is seeking is the cost of the storage unit in the amount of \$511.00 and the cost of purchasing a lock for the storage unit in the amount of \$26.89. The Tenant said his total claim is for \$537.89.

The Tenant continued to say that he felt the Landlord was trying to get him to move out because the Landlord did not fix the moisture problem and the Landlord told the Tenant he could move his belongings into the common area or outside. The Tenant said this was not acceptable to him so he ended the tenancy and moved out.

The Landlord said that there is no water leak or moisture problem in the rental unit. As well the Landlord said he checked the carpet after the Tenant move out because the Tenant denied the Landlord access to the room during the tenancy. The Landlord said that when he got access to the room he did not find any moisture issues in the rental unit. The Landlord said the Tenant had some issues with the other tenants in the complex and the Landlord's daughter so the Landlord believes the Tenant moved out by his own choice. The Landlord said the Tenant's move out was fine and he gave the Tenant his security deposit back.

The Tenant said the photographs and videos that he sent in as evidence shows the house had eaves trough issues and his boxes had moisture damage. The Tenant's video evidence suggests that when it rained the rain overflowed the eaves trough and then leaked in the doorway of his room.

The Landlord said he did not receive any photo or video evidence from the Tenant.

The Tenant said he sent the digital evidence to the Landlord by regular mail around August 11, 2016. As well the Tenant sent the digital evidence to the RTB on August 11, 2016. The Arbitrator confirmed the RTB received the digital evidence on August 11, 2016. The Tenant had no supporting evidence to prove the Landlord was service the digital evidence.

The Landlord had no additional closing comments.

The Tenant said in closing he was sorry the Landlord had not received the digital evidence but he was sure he sent it to the Landlord.

Analysis

In this situation the Tenant gave the Landlord written notice to end the tenancy and then he moving out of the rental unit. The Landlord agreed to end the tenancy early and to return the Tenant's security deposit in full. Consequently the Tenant ended the tenancy by his own choice. As well the Tenant chose to rent a storage unit for his belonging. The Landlord is not responsible for the Tenants actions after a tenancy has ended by the Tenant's choice. Consequently I find the Landlord is not responsible for the storage costs of the Tenant's belongings.

The Tenant could have made an application for repairs to the rental unit during the tenancy or for damage to his property during the tenancy if there was water damage to his belongings. The Tenant did not make these applications, but decided to end the tenancy. The Landlord and the Tenant agreed to end the tenancy on June 27, 2016. The storage costs are after the tenancy ended.

Consequently I find the Tenant has not established grounds to hold the Landlord responsible for the Tenant's storage costs after the Tenant ended the tenancy. I dismiss the Tenant's application without leave to reapply.

Conclusion

The Tenant's application is dismissed 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: August 30, 2016

Residential Tenancy Branch