



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, OLC, MNDCT, PSF**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, to have the landlord comply with the Act and provide service or facilities required by the Act.

The tenant further amended their claim to add the issue of the return of the security deposit, and for monetary compensation.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The tenant submitted no evidence in support of their application.

At the outset of the hearing the parties agreed that the tenancy is over. Therefore, I do not need to consider the tenant's application to cancel the notice to end tenancy, to have the landlord comply with the Act, or to provide service or facilities required by the Act.

Issue(s) to be Decided

Is the tenant entitled to the return of their security deposit?
Is the tenant entitled to monetary compensation?

Background and Evidence

The tenancy began on June 1, 2020. Rent in the amount of \$2,380.00 was payable on the first of each month. A security deposit of \$1,100.00 was paid by the tenant.

The tenant claims as follows:

a.	Return of security deposit	\$1,100.00
b.	Moving fees to be paid	\$2,000.00
c.	Storage fees	\$2,000.00
	Total claimed	\$5,100.00

The tenant testified that the landlord could have return their security deposit, simply by sending it to the rental unit address because they had completed a change of address with Canada post.

The tenant testified that they want the landlord to pay for their moving fees. The tenant did not provide any evidence in support.

The tenant testified that they want the landlord to pay for storage fee; however, does not know the cost.

The landlord's agent stated the tenant has not provided them with a forwarding address.

The landlord's agent stated that the tenancy ended based on unpaid rent. The agent stated that the tenant vacated the property and had a truck to removed their belongings; however, they abandoned some property.

The landlord's agent stated that the landlord has stored the tenant's remaining items; however, the tenant is required to pay the landlord for the removal, storage and satisfy any amounts payable by the tenant to the landlord as required by section 26 of the Residential Tenancy Regulations before they are returned.

The tenant denied they abandoned their items and simply want their items returned.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case the tenant has failed to comply with section 38 of the Act. As they must give the landlord their forwarding address in writing for the return of the security deposit. The landlord has no obligation under the Act to do so until the tenant gives that written

notice. Therefore, I dismiss the tenant's application for the return of the security deposit.

In this case, I am not clear why the tenant is seeking moving cost or storage costs due to insufficient evidence. The tenant was served with a notice to end tenancy. Even, though the tenant disputed the notice they would have had to prove rent was paid or that they had the authority under the Act to withhold rent in order for the notice not to be valid..

The tenant did not pay rent in this case, and there is no evidence that they had the authority under the Act to withhold the rent. Furthermore, the tenant has vacated the property.

The landlord would not be responsible to pay for those moving and or storage cost when a tenancy ends due to unpaid rent. Further, the tenant submitted no documentary evidence to support their claim. Therefore, I find I must dismiss the tenant's application for moving and storage costs.

In this matter, the issue of abandonment of personal items was raised. That issue is not before me, and I make no finding on this issue.

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: December 18, 2020

Residential Tenancy Branch