



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants have also filed an application seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to have their security deposit returned. The tenants participated in the hearing, the landlord did not. The landlord initiated the dispute resolution process by filing first and served the tenants a Notice of Dispute Hearing document with today's date and time. The tenants provided documentation that the landlord was served by registered mail on July 15, 2014 of their claim. I am satisfied both parties have served one another and submitted their evidence in accordance with the Act and rules of procedure. The hearing proceeded in the absence of the landlord.

Issue to be Decided

Is either party entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on March 11, 2014 and ended on March 31, 2014. The tenants were obligated to pay \$750.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$375.00 security deposit.

I address the tenants' claims and my findings around each as follows.

Tenants First Claim – The tenants are seeking the return of their \$375.00 security deposit. The tenants stated that they provided their forwarding address in writing on March 31, 2014 to the landlord and have yet to receive it.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The landlord filed for dispute resolution within 15 days of receiving tenants forwarding address however, the landlord did not participate in today's hearing and did not provide sufficient evidence to justify withholding the tenants' security deposit. I find that the tenants are entitled to the return of their security deposit of \$375.00.

Tenants Second Claim – The tenants are seeking the return of \$750.00 rent paid for the month of March. The tenants stated that the landlord misrepresented the unit as a two bedroom when in fact it was a bachelor suite that had some modifications to it. The tenants have not provided sufficient evidence to support this claim. The tenants have provided pictures but they are of a poor quality and are not helpful. The tenants were unable to provide documentation that clearly shows that the unit was advertised as a two bedroom unit or that the landlord confirmed that it was a two bedroom unit. Based on the deficiencies in the tenants' evidence I dismiss this portion of the tenants' application.

As the tenants have been only partially successful in their application I find they are entitled to half the filing fee and award them \$25.00.

The landlord submitted some documentation for this hearing but it was vague and disjointed in its submission. In addition, without the landlords' participation in this hearing, I am unable to ascertain the landlords exact claim and therefore dismiss the landlords' application in its entirety.

Conclusion

The landlords' application is dismissed in its entirety.

The tenant has established a claim for \$400.00. I grant the tenant an order under section 67 for the balance due of \$400.00. 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: July 31, 2014

Residential Tenancy Branch

