

DECISION

Dispute Codes: MNSD

This hearing dealt with an application by the tenant for a monetary order for the amount of the security deposit and applicable accrued interest. Despite having been served the notice of hearing and application for dispute resolution by registered mail on May 22, 2009, the landlord did not attend the hearing.

The tenant saw the unit for rent on Craiglist and applied to the landlord to rent the unit. On April 29, 2008, the tenant paid the landlord a security deposit of \$4398.00 by bank transfers from Ireland. To support her claim, the tenant submitted a copy of the bank transfer for the amount of \$2500.00 and an email from the landlord acknowledging receipt of the balance of \$1898.00. The tenancy was to start on June 1, 2009. When the tenant arrived in Vancouver and viewed the unit on May 26, 2008, she found it not to be in the condition as shown in the photos posted on Craiglist. She told the landlord that she was not moving in. The landlord said to the tenant that if he was able to re-rent the unit for June 1, he would return the security deposit to her. The landlord then re-posted the unit for rent on Craiglist. On June 1, 2008, the tenant called the landlord. During this conversation, the landlord told the tenant that he was able to re-rent the unit for June 1, 2008. The landlord also told the tenant to phone him the next day to arrange for a meeting so he could return her security deposit. Since this telephone conversation, the tenant had tried on numerous occasions to reach the landlord by telephone and at his house. But on each occasion, the landlord evaded her. The tenant did not provide the landlord with her forwarding address until May 22, 2009 when she served the landlord with documents relating to this hearing.

Based on the above, I find the tenant to have proven that she had paid the landlord a security deposit of \$4398.00 on April 29, 2008. I also find that on May 26, 2008, the parties mutually agreed for the tenancy to end. I further find that the landlord has not returned the security deposit or filed an application for dispute resolution.

Accordingly, I find that the tenant has established a claim for the security deposit of \$4398.00 and accrued interest of \$44.52 for a total of \$4442.52. I therefore grant the tenant an order under section 67 for the balance due of \$4442.52. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 01, 2009.