



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for loss or damage and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself, the Application for Dispute Resolution was reviewed, the hearing process was explained to the parties and the parties were provided an opportunity to ask questions in relation to the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence and to make submissions to me.

Issues to be Decided

Is the tenant entitled to return of a \$45.00 parking remote deposit paid to the landlord?

Is the tenant entitled to filing fee costs?

Background and Evidence

The tenant has requested that the landlord return a deposit he paid for a parking remote control, which the tenant returned to the landlord on June 1, 2009. On June 1, 2009 the tenant paid the landlord \$950.00 of his \$995.00 rent owed. Realizing that he is not entitled to make deductions from his rent, on June 1, 2009 the tenant wrote the landlord a cheque in the sum of \$45.00. The tenant testified that it has taken the landlord over two months to respond to him and that this matter has not been settled.

The landlord stated that they have not cashed the cheque as they accepted the tenant's initial deduction from June rent owed as satisfying the return of the \$45.00 deposit. The landlord stated they have tried to reach the tenant in order to solve this matter.



Dispute Resolution Services

Page: 2

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During the hearing the tenant insisted that this matter has not been settled and that the landlord must provide him with an apology for their failure to properly communicate with him. The tenant also requested that the landlord receive a fine.

Analysis

The landlord has not cashed the tenant's June 1, 2009 \$45.00 cheque; therefore, the deduction made from the June rent owed has satisfied the \$45.00 parking remote refund due to the tenant. The landlord is ordered to immediately return the tenant's June 1, 2009 cheque in the sum of \$45.00, via mail.

The tenant's demand that the landlord apologize or be fined is a request that is not contemplated by the Act. During the hearing I suggested, for the sake of clarity; that in the future the parties communicate with each other in writing.

During the hearing the parties were disruptive and failed to adhere to requests that there be no interruptions. The hearing was terminated upon my initiative, as the matter before me was decided and no further action was required under the Act.

As the tenant has made the deduction from his June rent and the landlord had not cashed the tenant's \$45.00 cheque, I find that the tenant did not suffer a loss and is not entitled to filing fee costs.

Conclusion

The landlord has returned the \$45.00 remote parking deposit by accepting the tenant's deduction made from the June rent owed. The landlord will immediately return the tenant's \$45.00 June 1, 2009 cheque.

I have dismissed the tenant's claim for filing fee costs.

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: September 11, 2009.

Dispute Resolution Officer