

DECISION

Dispute Codes OPC, OPB, CNC, MNSD, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord had applied for an order of possession. The tenant had applied to cancel a notice to end tenancy and for a monetary order.

The parties had attended a hearing on March 19, 2010 to deal with the landlord's Application, however, the tenant noted that he had applied to cancel the notice and was set for a hearing on May 28, 2010. The March 19, 2010 hearing was adjourned and reconvened on this date to deal with both applications.

At the outset of the hearing, the landlord withdrew the application for an order of possession and both parties agreed to cancel the 1 Month Notice to End Tenancy for Cause dated January 11, 2010. The hearing continued to deal with the tenant's additional issue for a monetary order.

The tenant had applied for the return of his security deposit in the amount of \$750.00, however, documentary evidence submitted showed the security deposit as being \$250.00.

The tenant clarified that the security deposit was \$250.00 and the additional \$500.00 was for compensation for travel expenses to a neighbouring community to file his Application for Dispute Resolution and subsequent related trips. The tenant's claim was amended to \$250.00 as he had not applied for compensation for damages or losses.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for all or part of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted the following documents into evidence:

- A copy of a Shelter Information form showing the landlord signed a receipt for rent and a security deposit on August 1, 2008;
- Several handwritten, by the tenant, summaries of events throughout the tenancy;
- A land lease agreement between the landlord and the tenant dated October 1, 2008 for a 2 ½ year fixed term signed by the landlord's agent and a third party witness;
- A copy of a 1 Month Notice to End Tenancy for Cause dated January 11, 2010;
- Several character reference and witness letters from September 2009;
- A copy of a Bill of Sale transferring ownership from the landlord's agent to the tenant's sister of the manufactured home dated October 6, 2008;
- Several invoices for transportation of the tenant to Service BC dealing with the tenant's application; and
- RCMP documents confirming calls to the RCMP that list the tenant as a complainant, victim, or subject of a complaint.

The landlord confirmed that the manufactured home was sold to the tenant's sister.

Analysis

I am satisfied that the manufactured home was sold to the tenant's sister and that as a result of that purchase the parties to the tenancy agreement between the occupant of the manufactured home and the owner of the manufactured home changed effective the date of the transfer of ownership.

As such, the tenant has no claim against the respondent for return of a security deposit.

Conclusion

For the reasons noted above, I dismiss the tenant's application in its entirety, 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: March 23, 2010.

Dispute Resolution Officer