



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MR, MNSD, MNDC, FF

### Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for the return of the security deposit and to recover the filing fees associated with this application.

The landlord filed a cross-application for a monetary order claiming a months' loss of rent, to keep the security deposit, and for money owed for damage or loss under the Act.

The hearing was scheduled for a conference call at 9:30 a.m. on this date. The landlord in these matters attended the conference call. As the tenant did not call into the conference call by 9:45 a.m., the tenant's application is dismissed without leave to reapply. The landlord participated in the hearing and provided affirmed testimony of proper service of the Notice of Dispute Resolution to the tenant by way of registered mail, and the hearing proceeded in the tenant's absence.

### Issue(s) to be decided

Is the landlord entitled to a Monetary Order, and for what amount?

### Background and Evidence

The rental unit consists of a bedroom in a two bedroom apartment in a multi-unit complex located in Burnaby. The landlord is not the owner of the unit and testified that she was looking for a roommate to share the cost of the rent.

She stated that the tenant agreed to rent the bedroom for \$500.00 per month starting August 15<sup>th</sup>, 2010, and gave the landlord a \$260.00 security deposit on August 14<sup>th</sup>, 2010. The landlord stated that on August 18<sup>th</sup>, 2010, the tenant told her that he found accommodations closer to his school, that he would not be moving in and wanted the return of his security deposit. The landlord said that the tenant did not provide her with a forwarding address in writing. She stated that she did not return the security deposit because she turned prospective roommates away and lost a month's rent.

The landlord made a monetary claim in the amount of \$800.00.

## Analysis

Although the tenancy was void of a written contractual agreement, I accept the landlord's undisputed evidence that the tenant agreed to rent the bedroom and gave her a security deposit. The tenant changed his mind three days later and did not move in. In the circumstances, I find that the landlord is entitled to recover a month's rent in the amount of \$500.00 and the \$50.00 filing fee for this application. The landlord has established a claim for \$550.00.

## Conclusion

Pursuant to Section 67 of the Act, I authorize the landlord to retain the tenant's \$260.00 security deposit and award the landlord a monetary claim totalling \$290.00.

This Order may be registered in the Small Claims Court and enforced as an order of that Court.



## Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

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: January 10, 2011.

---

Residential Tenancy Branch