



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for return of the security deposit. Both parties participated in the conference call hearing and gave affirmed testimony.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

The tenant testified that on March 12, 2011 he gave the landlord a \$200.00 security deposit for the rental unit but that when he went to move in to the unit he observed an excessive amount of rat feces behind the fridge and a door that was not locked and would not shut. The tenant stated that he attempted to clean the rat feces up but became sick and started to vomit. The tenant then advised the landlord that he could not live in such poor conditions.

On March 25, 2011 the tenant provided the landlord with his forwarding address in writing and requested return of the security deposit but stated that to date the landlord has not returned the security deposit to the tenant.

The landlord verified the correct spelling of his name at the start of the hearing. The landlord testified that the tenant was a 100% liar and that when the tenant showed up to take possession of the apartment he did not have the rent money. The landlord denied there being any problems with the rental unit and stated that he kept the security deposit because the tenant did not pay the rent.

The tenant had no interest in reaching a settlement with the landlord regarding the security deposit versus the unpaid rent and stated that he wanted the landlord to pay in full. The tenant in this application is seeking \$400.00 compensation in return of double the security deposit.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of double the security deposit.

The landlord, per **section 38 (1), (6)** of the *Residential Tenancy Act* neither made a application to claim against the security deposit nor returned the security deposit to the tenant within 15 days of receiving the tenants forwarding address in writing.

Accordingly I find that the tenant is entitled to a monetary order for \$400.00.

Conclusion

I find that the tenant has established a monetary claim for **\$400.00** in return of the security deposit and I grant the tenant a monetary order under section 67 of the *Act* for this amount.

If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: August 4, 2011.

Residential Tenancy Branch