



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>	Landlord:	MNSD and FF
	Tenant	MNSD

Introduction

This hearing was convened on applications by both the landlord and the tenant.

By application of June 21, 2012, the landlords sought authorization to retain the tenant's security deposit in set off against loss of rent after the tenant left the tenancy without giving notice.

By application of July 3, 2012, the tenant sought return of his security deposit in double.

As a matter of note, this hearing was complicated by the fact that the landlord was on a cruise and, not having reliable telephone service, she asked her son-in-law to represent her and to request an adjournment. He had not been brief and had no direct knowledge of the tenancy.

Issue(s) to be Decided

Does this matter warrant an adjournment? If not, which of the parties is entitled to the security deposit in whole, in part, or doubled?

Background and Evidence

This tenancy began on or about May 22, 2012 and ended on or about June 4, 2012, a period of about two weeks. Rent was \$135 per week and the landlord holds a security deposit of \$200.

The landlord claims the security deposit on the grounds that the tenant left the tenancy without notice.

The tenant claims return of the security deposit on the grounds that the landlord retained it without consent or an order.

Both applications are deficient.

Neither party has submitted a copy of a written rental agreement. The landlord has not submitted a statement indicating how much loss of rent she suffered as a result of the lack of notice, nor has she submitted any evidence of her efforts to minimize that loss as required under section 7(2) of the *Act*.

Neither do I have a copy of move-in or move-out condition inspection reports as required by section 23 of the *Act*, the lack of which can extinguish the right of the responsible party to claim the security deposit.

On the lack of evidence, the request for adjournment is denied.

On the tenant's part, he has not submitted a copy of written notice to the landlord providing his forwarding address and requesting return of the deposit which would be required to establish his right to return of the deposit in double.

Consent Agreement

On consideration of the foregoing factors, the landlords' agent and the tenant arrived at a consent agreement that the landlord retain \$100 of the security deposit and return the remaining \$100 to the tenant.

To perfect that agreement, I issue the tenant with a Monetary Order the balance of \$100.

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for \$100, enforceable through the Provincial Court of British Columbia, for service on the landlords.

Because of the lack of evidence, I decline to award filing fees.

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 27, 2012.

Residential Tenancy Branch