



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI MNDC MNSD

### Introduction

This hearing dealt with an application by the tenant to dispute a rent increase, as well as for recovery of his security deposit and further monetary compensation. The tenant and two landlords participated in the teleconference hearing.

As the tenancy has ended and the tenant did not receive a notice of rent increase, I did not consider the portion of the application seeking to dispute a rent increase.

At the outset of the hearing the tenant confirmed that he had received the landlord's evidence. The landlord confirmed that they received all of the tenant's evidence except emails between the tenant and a bylaw officer. The tenant stated that he did not serve that evidence on the landlord. I therefore did not admit or consider that evidence. I have reviewed all testimony and other admissible evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the tenant entitled to recovery of the remainder of the security deposit?

Is the tenant entitled to further monetary compensation as claimed?

### Background and Evidence

The tenancy began on or about October 28 or 29, 2012 and ended on December 28, 2012. The monthly rent was \$500. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$250. A clause in the tenancy agreement indicates that no additional person will occupy the rental unit. At the end of the tenancy the landlord returned \$150 of the deposit and withheld \$100. The tenant applied for dispute resolution on January 16, 2013. The landlord did not make an application to keep the security deposit.

### *Tenant's Claim*

The tenant stated that he noticed several problems with the rental unit and offered to do repairs, but the landlord would not discuss these issues with the tenant. The tenant stated that on one occasion he offered a lady a place to stay, and the landlord told the tenant his guest would have to leave. The tenant was going to assess what repairs needed to be done, but because the landlord was making such a big kerfuffle about the additional occupant, the tenant could not do a proper assessment. The landlord withheld \$100 from the security deposit because of the additional occupant, but the tenant never agreed in writing to pay the additional \$100, and he never gave the landlord permission to retain the \$100.

The tenant claimed a further \$900 for moving expenses. The tenant moved out because the rental unit was an illegal suite, and there were health hazards in the suite including electrical hazards, no smoke detector, and no adequate egress in case of a fire.

### *Landlord's Response*

The landlord acknowledged withholding \$100 of the security deposit. The tenant had an additional male occupant staying with him for one month, and the tenancy agreement indicates that no additional occupants are permitted. The landlord denied that the rental unit had any electrical or other problems.

### Analysis

#### *Security Deposit*

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

In this case, the tenancy ended on December 28, 2013. The tenant provided his forwarding address in writing in his application for dispute resolution, which was served on the landlord in January 2013. The landlord has failed to repay the remainder of the security deposit or make an application for dispute resolution to keep the \$100. The tenant did not give the landlord written permission to keep \$100 of the deposit; nor did he agree in writing to pay an additional \$100 for an additional occupant. The tenancy agreement does not require an additional amount to be paid for an additional occupant.

I therefore find that the tenant is entitled to double recovery of the \$100 amount that the landlord withheld from the security deposit, for a balance of \$200.

### *Moving Expenses*

I find that the tenant provided insufficient evidence to support his claim for moving expenses. The tenant could have applied to the Residential Tenancy Branch for orders for repairs or other orders, but instead he chose to move out and end the tenancy. I therefore dismiss this portion of the tenant's application.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$200. This order may be filed in the Small Claims Court 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: April 23, 2013

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Residential Tenancy Branch

