



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **INTERIM DECISION**

### Dispute Codes:

MNSD, FF

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute in which the tenants have requested return of the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### Issue(s) to be Decided

Are the tenants entitled to return of the security deposit paid?

Are the tenants entitled to filing fee costs?

### Background and Evidence

The tenancy commenced on February 1, 2012; rent was \$750.00, due on the 1<sup>st</sup> day of each month.

The tenant said that a security deposit in the sum of \$375.00 was paid at the start of the tenancy. The landlord said she could not recall a deposit payment; this submission was followed by a comment that the tenants had not paid a deposit.

The parties agreed that the 1<sup>st</sup> month's rent was paid by cash and that a receipt was not issued. The tenant said that the rent payment also included payment of the deposit.

The tenant supplied a copy of a document issued by the landlord outlining fees for returned cheques and other amounts the landlord believed the tenant's owed. The tenant's written submission indicated they would agree to a \$20.00 deduction from the deposit, for curtain rods.

The landlord testified that the tenants had indicated an interest in purchasing the rental home; that they damaged the unit and owed money for damages. The landlord had estimated the damages at \$460.00.

The parties agreed that move-in and move-out inspections were not arranged by the landlord or completed.

The tenants vacated the unit on February 28, 2013. There was no dispute that the landlord received the tenant's forwarding address on that date, sent to the landlord via text message. The tenants text message also included a request for return of the deposit; the landlord said she responded by text indicating she had fifteen days to submit a claim, but that this did not mean she had confirmed she was holding a deposit. The tenant did not have the text messages available to her during the hearing.

As the landlord submitted that a security deposit had not been paid, I requested a copy of the text messages sent between the parties at the end of the tenancy. The following instructions were given:

- By noon on July 16, 2013 the tenant is to submit a copy of the text messages to her local Service BC office, with a request that the document be sent to the Residential Tenancy Branch (RTB;)
- That by noon on July 16, 2013 the tenant will mail a copy of the text messages to the landlord at the address indicated on the application (the address was confirmed during the hearing);
- That the mail sent to the landlord will be considered served by July 22, 2013; and
- That the landlord may supply a written response to the RTB, via her local Service BC office, no later than July 24, 2013.

The parties were told that the hearing could be reconvened in order to review the messages. The parties also understood that a failure to follow the instructions would result in a decision, in the absence of the requested evidence.

This interim 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: July 15, 2013

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Residential Tenancy Branch