



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order and an order compelling the landlord to return his security deposit. Both parties participated in the conference call hearing.

The tenant had initially named Tom L. as the respondent, but later amended his claim to strike Tom L. and name the owner of the property, upon whom he served his application for dispute resolution, notice of hearing and evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant testified that the tenancy began on June 1, 2013 and ended on June 15, 2013 when the landlord's agent, who the tenant knew only as Tom, asked the tenant to leave. The rental unit is a room in a home that is occupied by a number of other tenants.

The tenant testified that he answered an advertisement on Craigslist to rent the room and that he met Tom at the residential property where Tom showed him the room, gave him keys and collected \$380.00 in rent for June, a \$190.00 security deposit and \$30.00 for utilities. The tenant testified that he had intended to stay for one month, but on or about June 14, Tom advised him that he wanted the tenant to vacate the unit the next day because Tom wanted to find a long term tenant. The tenant complied with Tom's request and vacated the unit on June 15. The tenant testified that Tom agreed to refund the entire \$190.00 security deposit and \$190.00 which represents half of the month's rent. The tenant submitted copies of email exchanges between Tom and

himself in which Tom said he had sent the tenant a cheque for \$380.00 which the tenant testified he did not receive.

The owner testified that she did not know who the tenant was and that she never rented rooms to parties for short term. The owner testified that she personally deals with all tenants, including collecting their rent and showing the units and that she does not have any agents acting on her behalf. When I asked the owner if she was concerned that a party who did not live in the residential property was advertising it for rent, had keys and was collecting money from tenants, she stated that she doesn't know what is happening.

The tenant seeks to recover the \$380.00 refund which was promised by Tom as well as the \$50.00 filing fee paid to bring his application.

Analysis

Although the owner denied knowing anything about an agent renting rooms in the unit on her behalf, I do not find her testimony to be credible. The owner's testimony did not have a ring of truth, she was evasive and unspecific in her answers and she did not seem at all concerned that a third party had access to the residential property and was advertising the rental unit and collecting rent and deposits.

I find that Tom was acting as an agent for the owner and that the owner falls under the definition of "landlord" under the Act and is therefore liable for debts owed to the tenant. I find that Tom agreed to return \$380.00 to the tenant and that he failed to do so and that the landlord/owner is responsible to return this money. I award the tenant \$380.00.

I find that as the tenant has been successful in his application, he is entitled to recover the \$50.00 filing fee and I award him that sum.

Conclusion

The tenant has been awarded a total of \$430.00 which represents the \$380.00 debt and the \$50.00 filing fee. I grant the tenant a monetary order under section 67 for this amount. This order may be filed in the Small Claims Division of the Provincial 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: December 04, 2013

Residential Tenancy Branch

