



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, RPP

Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss, for the return of double the security deposit and an order for the return of personal property.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend or submit any documentary evidence. The Tenant states that the Landlord was served with the notice of hearing package by Canada Post Registered Mail on November 14, 2013 and has provided in his direct testimony the Customer Receipt Tracking number as confirmation. I accept the undisputed testimony of the Tenant and find that the Landlord has been properly served with the notice of hearing package and the submitted documentary evidence.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Is the Tenant entitled to an order for the return of personal property?

Background and Evidence

This Tenancy began on June 25, 2013 based upon a written "Rental Agreement Shared Accommodation", which states that a \$325.00 security deposit was paid. The Agreement also states that "The Residential Tenancy Act does not apply to 6188 Main St., Vancouver as the "Tenancy" is in fact a shared accommodation. The Tenant states that this is not a shared accommodation as the Landlord is not the Owner as per the Act.

The Tenant states that the Landlord evicted him without notice on October 3, 2013 when he was at work and came home to find his personal belongings moved to the

garage and new occupants in his room. The Tenant states that the Landlord failed to return:

- 1 Oil Heater, \$79.00
- 1 bottle of champaign, \$35.00
- 1 destroyed room lock, \$17.00
- 1 Gillette shaving machine, \$18.00
- 1 Gillette 3, Six in tow pack, \$55.00
- 1 Perfume, Poison Dior 100 mg., \$92.00
- 1 Kitchen Scissor, \$17.00

The Tenant states that upon returning home on October 3, 2013 and moving his personal belongings, the above listed items were noticed missing. When confronted the Landlord stated that all of the Tenant's personal belongs were present and that there were no other items outstanding. The Tenant states that he has a friend who is a witness to him possessing the above noted items. The Tenant states that the above listed items total, \$313.00.

The Tenant also seeks \$105.00 for the return of Pre-Paid October 2013 rent. The Tenant lent money to the Landlord who in turn gave the Tenant a credit of \$105.00 as noted in a written note by the Landlord(submitted as evidence for this hearing). "Abbas, Deduct \$105 from rent for Oct/13", which the Tenant states was signed by the Landlord.

The Tenant also seeks the return of the original \$325.00 security deposit and under the Act the return of an amount equal to the security deposit of \$325.00 for failing to return the original deposit as per the Act. The Tenant states that since the Tenancy ended on October 3, 2013, the Landlord was made aware of the Tenant's forwarding address in writing as per the Tenant's Application for dispute resolution and as of the date of this hearing has not returned the original \$325.00 security deposit.

Analysis

I find based upon the undisputed testimony of the Tenant that the Tenant has established a monetary claim. The Tenant's evidence that the Landlord did not return all of his property totalling, \$313.00 for the above listed items has been established. I also find that the Tenant has established a claim for the return of the pre-paid \$105.00 for October 2013 based upon the hand written note signed by the Landlord. As the Landlord has failed to return the original \$325.00 security deposit since the Tenancy has ended on October 3, 2013 and has also failed to apply for dispute resolution to keep the security deposit, I find that the Tenant has established a monetary claim of

\$650.00 for the return of the original security deposit and for failing to comply with Section 38 of the Act. The Tenant has established a total monetary claim for \$1,068.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,068.00.

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: January 07, 2014

Residential Tenancy Branch

