



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Landlord by mailing, by registered mail to where the landlord resides on October 18, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on March 1, 2012 and end on February 28, 2013. The tenancy agreement provided that the rent was \$450 if the tenant stayed less than one year but if the tenant stayed for one year or more the rent was to be \$400 per month. The tenant paid a security deposit of \$225 and a key deposit of \$100 at the start of the tenancy. The tenant paid rent of \$450 per month.

The tenancy ended on February 28, 2013. The landlord has refused to reimburse any monies to the tenant. The tenant(s) provided the landlord with his/her their forwarding address in writing on March 18, 2013.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Monetary Order and Cost of Filing fee

With regard to each of the tenant's claims I find as follows:

- a. I determined the tenant is entitled to the return of the security deposit in the sum of \$225. The tenancy ended on February 28, 2013. The tenant provided the landlord with her forwarding address in writing on March 18, 2013. The parties have not agreed in writing that the landlord can keep the security deposit. The landlord has not filed a claim within 15 days of the later of the end of tenancy or when the landlord received the tenant's forwarding address in writing. The landlord does not have a monetary order against the tenant. As a result the tenant is entitled to the return of the deposit. The tenant has not asked for a doubling of the deposit.
- b. I determined the tenant is entitled to the return of the key deposit in the sum of \$100. The key has been returned. The landlord does not have any claim to retain the key deposit.
- c. The tenancy agreement provided that the tenant would pay rent of \$450 per month but if he stayed in the rental unit for a year he would have reimbursed \$50

per month or the sum of \$600. The tenant stayed in the rental unit for one year.

I determined the tenant is entitled to \$600 for this claim.

- d. I dismissed the tenant's claim of \$86 for the cost of translating the tenancy agreement. This claim is for the cost of preparing for litigation. The only jurisdiction an arbitrator has with cost is the cost of the filing fee.

In summary I ordered the landlord(s) to pay to the tenant the sum of \$925 plus the sum of \$50 in respect of the filing fee for a total of \$975.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the 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: January 13, 2014

Residential Tenancy Branch

