



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of the Tenant and in the absence of a representative on behalf of the landlord. 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 filed by the Tenant was personally served on the agent (building manager) for the landlord on December 19, 2013.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?
- d. Whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence

On November 25, 2012 the parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on December 1, 2012 and end on November 30, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$750 per month payable on the first day of each month. The tenant testified that she paid rent of \$688 per month as part of a promotion given by the landlord. The tenant paid a security deposit of \$375 at the start of the tenancy.

The tenancy ended on November 30, 2013. The tenant provided the landlord with her forwarding address in writing on that date.

Landlord's Application:

The Application for Dispute Resolution filed by the landlord claims the sum of \$120 for pest control fees plus the \$50 filing fee. The landlord failed to attend the hearing. **As a result I ordered that the landlord's claim be dismissed without liberty to re-apply.**

Tenant's Claim:

With respect to each of the claims made by the Tenant I find as follows:

- a. I determined the tenant is entitled to the return of the security deposit. The landlord's claim has been dismissed and the tenant is entitled to the sum of \$375 for the return of the security deposit.
- b. I dismissed the claim for the doubling of the security deposit. The Residential Tenancy Act provides that the landlord has 15 days to file a claim to retain the security deposit. It does not require the landlord to serve the Application for Dispute Resolution on the tenant within the 15 day period. The landlord filed the claim within the 15 day period.
- c. The tenant claims the sum of \$2250 for bugs in the rental property, lack of hot water, lack of security, loss of furniture, stress and moral damage. The tenant testified as to the reduced value of the tenancy caused by extensive bedbug problem. She further testified as to the stress she has felt because of the lack of security in the building and the limited hot water. She testified that the landlord at one stage represented she could break the lease but later recanted this proposal. However, the supporting evidence presented by the tenant was lacking. She failed to present evidence as to the cost of the furniture she had to throw away. Further, she failed to present medical evidence to support her claim for mental stress. She failed to present corroborating evidence as to the problems created by the lack of security. In the circumstances based on the limited evidence

presented at the hearing I determined the tenant is entitled to the sum of \$500 for this claim including the reduced value of the tenancy.

I ordered that the landlord pay to the Tenant the sum of \$875.

Conclusion:

I order that the landlord's claim be dismissed.

I order that the landlord pay to the Tenant the sum of \$875.

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: March 04, 2014

Residential Tenancy Branch

