



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to an application made by the Tenants for the return of all or part of the pet damage or security deposit and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement. The Tenants also applied to recover the filing fee from the Landlord for the cost of this application and for ‘Other’ issues identified as the Tenants intention to levy administrative penalties against the Landlord pursuant to Section 95 of the Act.

The Tenants and the Landlord appeared for the hearing and both parties provided affirmed testimony and documentary evidence in advance of the hearing. The Tenants testified that they served the Notice of Hearing and evidence to the Landlord by registered mail as well as attaching them to the Landlord’s door; the Canada Post tracking number was provided as evidence for this method of service. The Landlord confirmed receipt of the documents and the Tenants confirmed receipt of the Landlord’s documentary evidence. As a result, I find that both parties served documents to each other in accordance with the Act and the Rules of Procedure.

The Tenants testified that the Landlord had returned to them their money order in the amount of \$1,292.50 which comprised of the first month’s rent, a prorated amount of November, 2013 rent, and a security deposit. However, they have not yet put this money back into their bank account pending this hearing.

The Landlord testified that he did not request a security deposit, but rather it was dropped off by the Tenants which he subsequently returned as he no longer wanted to enter into a tenancy which was being offered for only one Tenant and not two.

However, the Tenants simply wanted to state their case but did not want to proceed with any action against the Landlord in relation to their monetary claim. As a result, the Tenants withdrew all of their application.

Both parties were in dispute about whether the Act applies to this tenancy. However, as the Tenant had already withdrawn the application, these issues were not discussed further during the hearing.

Although the Landlord has returned the Tenant's cheque, the Tenants expressed concern as to whether they will be able to put the money order back into their account. I find that it is Tenants' responsibility to place this money back into their account and I am unable to understand how the Landlord may be able to procure this money if the Landlord has returned the original money order; however, I give the Tenants leave to reapply for the return of the funds if they can demonstrate and prove that the Landlord returned a fraudulent money order and for this reason they were unable to put the funds back into their account.

Analysis & Conclusion

As the Tenants withdrew their claim, the Tenant's application is dismissed and this file is now closed.

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 20, 2014

Residential Tenancy Branch

