



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and an order to have their security deposit returned. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background, Evidence and Analysis

As the tenant is the sole applicant in this matter I will address the tenants' claims and my findings as follows.

**First Claim-** The tenants are seeking \$50.00 for the postage and photocopying costs incurred to prepare for this hearing. It was explained to the tenants that the Act does not prescribe for the recovery of costs to litigating ones case. Based on the above I dismiss that portion of the tenants' application.

**Second Claim-** The tenants are seeking \$10.00 for the cost of a title search. The tenants were asked on two occasions to explain this cost and both times they asked to defer it to later in the hearing. The tenants did not explain or articulate the reason for this cost and accordingly I dismiss this portion of their application.

**Third Claim –** The tenants are seeking \$700.00 for the higher rent they now are paying as a result of this dispute. The tenants did not provide any documentation to support this portion of their application and accordingly I dismiss this claim.

**Fourth Claim** – The tenants are seeking \$300.00 in food costs incurred due to this dispute. The tenants stated that as a result of becoming homeless they were forced to eat in restaurants until alternative accommodations were found. The tenants did not provide any documentary evidence to support this claim and accordingly I dismiss this portion of their application.

**Fifth Claim-** The tenants are seeking the return of their \$500.00 security deposit along with \$1000.00 for the first month's rent. The tenants stated that they had agreed to rent the unit with the tenancy to commence on September 1, 2013. The tenants provided the landlord with the security deposit and first month's rent in advance. The tenants stated that the landlord wanted three months rent in advance at move in. The tenants stated that upon reflection they felt this was unreasonable and not in accordance with the Act. The tenants stated that when they arrived to pick up the keys on August 29, 2013 they advised the landlord that they were not comfortable in paying three months in advance as it was not required. The tenants stated that the landlord became angry and that he reneged on their agreement. The tenants stated that the landlord did not give them the keys nor did he return the \$1500.00.

The landlord stated that he would "of course" return the deposit. The landlord stated that the tenants have not provided their forwarding address in writing until he was served the Notice of Hearing documents. The landlord stated that he did not want to deal with one of the tenants in particular. The landlord stated that on the day of move in he found this tenant to be "arrogant and rude and I don't want to deal with this guy". The landlord stated he wanted three months of rent up front to make sure they would pay and was concerned that they might move out after only 8 months as they were international students. The landlord stated that there is not a tenancy agreement but wanted a "one year lease". The landlord stated that he will return the security deposit but will keep the \$1000.00 as compensation.

Based on the testimony and documentation before me I am satisfied of the following; the landlord agreed that the tenants were entitled to the return of the security deposit. The tenants did not provide sufficient evidence that the landlord was given their forwarding address in writing and therefore the doubling provision under the Act does not apply; as well I find that the tenants are entitled to the return of the \$1000.00 rental payment. The landlord had no basis to assume the tenants would leave early or that he was entitled to a lump sum payment. The tenants were willing to pay the rent due as is required under the Act. The landlord ended the tenancy prematurely and without basis. I find that the tenants are entitled to \$1500.00.

As the tenants have been partially successful in their application I find that they are entitled to the recovery of half the filing fee in the amount of \$25.00.

Conclusion

The tenants have established a claim for \$1525.00. I grant the tenants an order under section 67 for the balance due of \$1525.00. This order may be filed in the Small Claims 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: May 20, 2014

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Residential Tenancy Branch

