



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR, RR, MNSD, FF

### **Introduction**

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for non payment of rent, obtain an order for a rent reduction and for the recovery of the filing fee. The tenant also applied for the return of the security deposit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

The landlord served the notice to end tenancy for nonpayment of rent on May 07, 2014. The tenant moved out on May 31, 2014 without paying rent full rent for May. The tenant agreed that she owed \$600.00 for rent. Since the tenant has already moved out, her application to cancel the notice and for a rent reduction is moot and accordingly dismissed. Therefore this hearing only dealt with the tenant's application for the return of the security deposit and the filing fee

### **Issue to be Decided**

Is the tenant entitled to the return of the security deposit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on November 01, 2010 and ended on May 31, 2014. The monthly rent was \$1,199.00. Prior to moving in, the tenant paid a security deposit of \$600.00. A move out inspection was conducted on May 31, 2014 and the tenant agreed to a deduction of \$300.00 for damage caused to the walls. The landlord mailed a cheque to the tenant for the balance of the security deposit in the amount of \$300.00. The tenant confirmed receipt of the cheque.

The tenant stated that she intended to make a monetary claim for the loss of use of a refrigerator, but did not do so in error. The landlord replaced the refrigerator, but the tenant complained that it was dirty and full of mould. The landlord sent his employee to clean the refrigerator. The tenant stated it was not cleaned to her satisfaction and therefore she did not plug the appliance in to the power supply. The tenant is now claiming compensation for the loss of the use of the refrigerator.

The tenant did not check off the appropriate box in her application and did not include a monetary amount of compensation that she was seeking. I explained to the tenant that I was not in a position to amend her application or deal with the issue of compensation, unless the landlord agreed to allow an amendment.

The landlord stated that the tenant owed rent in the amount of \$600.00 and he intended to file an application for dispute resolution. I attempted to get the parties to come to an agreement which would end the dispute and relive both parties of the need to go back to arbitration. The landlord offered to give the tenant a deduction of \$100.00 but the tenant refused the offer and counter offered a rent deduction of \$300.00. In the end, the parties did not come to an agreement.

### **Analysis**

For the purpose of this hearing, I find that the matter at hand has already been dealt with. The landlord returned the balance of the security deposit with an agreed upon deduction. Since the tenant applied for the return of the security deposit prior to the end of tenancy and applied to cancel the notice to end tenancy but moved out prior to the hearing, I find that the tenant must bear the cost of filing this application.

### **Conclusion**

The tenant's application is dismissed.

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: June 26, 2014

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Residential Tenancy Branch

