



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Avaun Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of their security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on June 6, 2014, the landlords did not participate in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenants' undisputed testimony is as follows. The tenancy was to begin on May 1, 2014 for a fixed term of one year. The tenants were obligated to pay \$675.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$337.50 security deposit.

The tenant stated that when she attended the unit on April 26, 2014 there were many deficiencies to the unit such as; no smoke alarm, no internet connection, no functioning heat, no security chain on door, windows not fully closing, and no building keys. The tenant stated that the landlord initially promised to have all the deficiencies done by the time she moved in, however the landlord later changed his position and said it would take at least a month, if not more. When the tenant attended to pick up the keys and take possession of the unit none of the issues had been addressed.

The tenant stated she felt uneasy about this arrangement and that she felt that landlord was not acting in good faith and misrepresented the unit to her. The tenant had a witness attend the hearing to confirm her testimony and the condition of the unit. The tenant provided her forwarding address with the hearing package. The tenant specifically stated that she was only seeking the return of the original amount of the

security deposit and the filing fee. Section 45 of the Act clearly addresses the issue before me as follows:

Tenant's notice

45 (3) If a landlord has failed to comply with a material term of the tenancy agreement or, in relation to an assisted or supported living tenancy, of the service agreement, and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

The tenant provided the landlord with a written list of deficiencies and the landlord failed to comply with any of the requests. Based on the above and in the absence of any disputing evidence from the landlord, I find that the tenant is entitled to the return of the security deposit as claimed for \$337.50 along with the \$50.00 filing fee for a total award of \$387.50.

Conclusion

The tenant has established a claim for \$387.50. I grant the tenant an order under section 67 for the balance due of \$387.50. 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: October 07, 2014

Residential Tenancy Branch

