



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of his security deposit. This matter was first heard on September 25, 2014. The parties wished to further review the evidence and discuss a possible resolution so the matter was adjourned to this date. I am satisfied that both parties were properly informed of the date and the matter proceeded in the absence of the landlord. The tenant gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to the return of his security deposit?

Background, Evidence and Analysis

The tenants' testimony is as follows. The tenancy began on May 15, 2014. The tenants were obligated to pay \$1200.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit and a pro-rated amount of rent for the first two weeks of \$600.00. Condition inspection reports were not conducted at move in or move out. The tenant stated that the unit was not inhabitable at the time of move in. The tenant stated that when he arrived to move into the unit he discovered that the doors were left open and that rats had infiltrated the suite. The tenant stated that rat feces were in the refrigerator and throughout the apartment. The tenant stated that the unit was wet, cold and mouldy and that it was in far worse condition then when he first viewed it as a potential renter a month prior.

The tenant stated that when he addressed the issues with the landlord she replied that "we've had this problem for quite awhile". The tenant stated that he was not made aware of this issue upon signing an agreement with the landlord. The tenant stated that his parents assisted in trying to clean the unit but were unsuccessful. The tenant informed the landlord he could not move into the unit in the present condition. The tenant stated that the landlord advised him to move and did not make any attempts to correct the problem.

Analysis

During the course of the hearing the tenant made a request to seek the return of double the security deposit. The tenant stated that he provided his forwarding address after filing for dispute resolution and therefore is not entitled to the doubling provision of the Act. This was explained to the tenant and he acknowledged that he understood.

The tenant also requested the return of his costs to clean the suite and the rent that he paid in advance. It was explained to the tenant that he is at liberty to file a separate application if he and the landlord are unable to resolve any other outstanding issues. It was explained that this decision would only address the issue of the security deposit as that was the item applied for. The tenant acknowledged that he understood.

Based on the testimony of the tenant and the documentation provided and in the absence of any disputing evidence from the landlord; I am satisfied that he is entitled to the return of the security deposit.

The tenant is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$650.00. I grant the tenant an order under section 67 for the balance due of \$650.00. 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: November 17, 2014

Residential Tenancy Branch

