



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

A hearing was conducted by conference call in the presence of the tenant applicant and in the absence of a representative of the landlord although duly served. The landlord was not present at the start of the hearing. I delayed the start of the hearing for 10 minutes and monitored the conference call. At the expiry of 10 minutes the landlord still had not appeared. I proceeded in the absence of the respondent. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the landlord carries on business on December 30, 2014. A search of the Canada Post tracking service indicates the landlord accepted delivery of the documents on January 6, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b.. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 8, 2014. Upon taking possession the tenants discovered fleas in the apartment and told the landlord they no longer wished to live there. The landlord and the tenant agreed the landlord would return the security deposit of \$450 and the rent for September in the sum of \$900 for a total of \$1350 within 10 days. The building manager for the landlord signed a letter confirming the landlord had agreed to this. The landlord returned \$450 (the security deposit) by cheque dated October 3, 2015 to a forwarding address provided by the tenants. The landlord

failed to return the \$900. The tenant has demanded the return of the balance of the amount agreed upon but the landlord has failed to do so.

The tenancy ended on September 9, 2014 and the tenants vacated the rental unit on that date.

Analysis

Based on the evidence presented at the hearing I determined the parties had agreed that the landlord would return the security deposit and first month rent. The landlord returned the security deposit only. In the absence of evidence from the landlord I accept the testimony of the tenant the landlord also agreed to return \$900 being the retn for September.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$900 plus the sum of \$50 in respect of the filing fee for a total of \$950.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: March 24, 2015

Residential Tenancy Branch

