



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with the tenant's application for monetary compensation for damage or loss under the Act, the regulation or the tenancy agreement. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that she had received the tenant's application. Neither party submitted any documentary evidence. Both parties were given full opportunity to give affirmed testimony. I have reviewed all testimony. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The parties agreed that in late August 2014 the tenant was interested in renting a room from the landlord, and the tenant paid the landlord \$700. The parties also agreed that the tenant did not move in to the rental unit.

The tenant stated that she paid the landlord a \$700 "application fee." The tenant stated that she decided that she did not want to rent from the landlord, because the landlord wanted the tenant to pay 12 months of rent all at once and it was an illegal place. The tenant stated that she asked the landlord to give her back her money, but the landlord did not do so. The tenant stated that the landlord had already rented the unit to another tenant.

The landlord stated that the tenant said she wanted to move in right away, but on August 30, 2014 the tenant told the landlord that she did not want to move in. The landlord stated that she was asking the tenant to sign a one year lease, not pay one year of rent all at once. The landlord stated that the rent was going to be \$650 per month. The landlord did not explain whether the \$700 that the tenant paid was to be for a security deposit, rent or another type of fee.

### Analysis

Under the Act, a landlord may not charge an application or processing fee. A landlord may only ask for a security deposit that is no more than half of one month's rent. The landlord did not make an application for monetary compensation or an application to keep a security deposit. I find that the landlord had no right to keep the tenant's \$700, and it must be returned to the tenant.

As the tenant's application was successful, I find that she is entitled to recovery of her filing fee of \$50.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$700. 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: April 23, 2015

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Residential Tenancy Branch

