



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Tenant's application: MNSD, FF

Landlord's application: MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to applications brought by the tenant and by the landlord. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord did not attend, but he was represented by Mr. D.B., acting as his agent.

The tenant filed her application for dispute resolution on July 9, 2015. It was served on the landlord by registered mail, sent on July 16, 2015. In her application for dispute resolution the tenant requested the return of her security deposit in the amount of \$675.00.

The landlord filed his application on December 7, 2015. He claimed payment of the sum of \$2,150.00, said to be amounts due for unpaid rent and costs incurred to repair damage to the rental unit. The landlord did not submit any evidence to prove that the tenant was served with the landlord's application for dispute resolution and Notice of Hearing. The tenant testified at the hearing that she was unaware that the landlord had filed an application. She has moved from the address stated as her address in the landlord's application for dispute resolution.

### Preliminary Decision with respect to landlord's application

The landlord filed his application late, it was scheduled as a cross application with the tenant's application, based on the landlord's assurance that he would personally serve the tenant with his application no later than December 8, 2015. The tenant has not been served with the landlord's application for dispute resolution and the landlord's application is dismissed with leave to reapply.

### Issue(s) to be Decided

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

### Background and Evidence

The rental unit is a house in Langley. The tenancy began November 1, 2014. The monthly rent was \$1,500.00, payable on the first of each month. The tenant said that the rent was calculated as the amount of \$1,350.00 for rent, plus \$150.00 monthly for utilities. The tenant paid a security deposit of \$675.00 at the start of the tenancy.

The tenant gave notice and moved out of the rental unit on May 31, 2015. She testified that the rental property was left in better condition at the end of the tenancy than it was when the tenancy began. The tenant provided the landlord with her forwarding address in an e-mail dated May 3, 2015. The tenant did not submit any other evidence to show that she gave the landlord her forwarding address in writing at any time after she moved out of the rental unit. The tenant has limited her claim to the actual amount of her deposit; she has not claimed an award in the amount of double the deposit.

### Analysis

The tenant moved out of the rental unit at the end of May, 2015. She applied for dispute resolution in July and the landlord received the tenant's application and Notice of Hearing on July 21, 2015. He did not respond to the application until he filed his own application more than four months later; that application has been dismissed with leave to reapply. The landlord has no basis to retain the tenant's security deposit and I find that the tenant is entitled to a monetary award in the amount of the deposit as claimed.

### Conclusion

I have allowed the tenant's claim for the return of her security deposit in the amount of \$675.00. The tenant is entitled to recover the \$50.00 filing fee for her application for a total award of \$725.00 and I grant the tenant a monetary order under section 67 in the said amount. This order may be registered 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: December 31, 2015

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Residential Tenancy Branch

