



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, O

Introduction

This was a hearing with respect to the tenant's application for a monetary award including the return of his security deposit. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental property is a house in Vancouver. The landlord rented the house from the owner and then sublet rooms in the house to individual occupants. The tenant testified that he rented a room from the landlord in October 2014 at a monthly rent of \$500.00. On October 17, 2014 he paid the landlord a security deposit of \$260.00. The tenant paid \$260.00 instead of \$250.00 because he paid in cash and the landlord did not have change. The landlord did not give the tenant a receipt for the payment, but she acknowledged that she received the tenant's security deposit.

The tenant paid rent each month including February, 2015. The tenant said that the landlord was given a Notice to End Tenancy to evict her from the rental property because she was subletting rooms in the property without the owner's approval. He was present when the landlord was served with a one month Notice to End Tenancy.

The tenant said that on February 13, 2015 he told the landlord by text message that he was ready to move; he asked her to come inspect the rental unit and return his security deposit. She did not reply to the message. On February 28th the tenant again asked the landlord to inspect the room and return his deposit. The tenant moved out in March. He made several request for the return of his deposit but the landlord ignored his requests.

The landlord said that the tenant owed money for utilities and did not clean the rental unit and that is why she did not return his deposit. She said that she did not receive a

letter from the tenant and he left to visit another country in May and she was unable to contact him. The landlord has not made any claim for a monetary award and has not applied to retain the security deposit. The landlord did not submit any documentary evidence in response to the tenant's claim.

Analysis

I accept the tenant's testimony, supported by his documentary evidence and find that he paid the landlord the sum of \$260.00 as a security deposit on October 17, 2014. The landlord did not dispute the payment.

The tenant did not provide proof that he gave the landlord his forwarding address in writing and I find that the tenant is therefore not entitled to an award in the amount of double the deposit. The landlord has not advanced a claim against the deposit although she was served with the tenant's application in July. She did not provide any documents in response to the tenant's claim to show that she has a claim to retain any part of the deposit on account of utilities, or for any other reason. I therefore find that the tenant is entitled to a monetary award in the amount of the deposit paid to the landlord, namely: the sum of \$260.00.

Conclusion

The tenant has been awarded the sum of \$260.00. He is entitled to recover the \$50.00 filing fee for his application, for a total award of \$310.00. All other claims are dismissed without leave to reapply. 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: January 15, 2016

Residential Tenancy Branch

