



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PAULIO LIONELLO
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, O, FF

Introduction

This matter dealt with an application by the Tenants for the return of the security deposit, for compensation for loss or damage under the Act, regulations or tenancy agreement, to recover the filing fee for this proceeding and for other considerations.

The Tenants said they served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on September 27, 2015. Based on the evidence of the Tenants, I find that the Landlord was served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenants in attendance.

Issues(s) to be Decided

1. Are the Tenants entitled to the return of the security deposit?
2. Are the Tenants entitled to compensation for loss or damage?
3. What other considerations are there?

Background and Evidence

This tenancy started on September 1, 2014 as a fixed term tenancy for 12 months with and expiry date of September 1, 2015. The tenancy agreement says that on the expiry date the tenancy ends and the Tenants have to move out. This clause is initialled by both the Tenants and the Landlord. Rent was \$1,000.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$500.00 and a pet deposit of \$500.00 both on August 11, 2014. The Tenants said the pet deposit has been returned. A move in condition inspection report was completed on September 1, 2014 and a move out condition inspection report was completed on September 2, 2015. On the move out report it says the Tenants give up their security deposit of \$500.00, but this part of the report is not signed by the Tenant. The male Tenant said he agreed to the Landlord retaining the security deposit because he felt pressured to do so.

The Tenants said they are requesting \$2,000.00 as compensation for having to move and they are requesting the return of their security deposit of \$500.00. The Tenants said they did not send any evidence in with their application because they lost the invoices and receipts.

The Landlord said he did not pressure the male Tenant to sign the move out condition inspection report and the Tenant testified that he agreed to the Landlord retaining the security deposit of \$500.00 to cover damages to the rental unit. As well the Tenants moved out according to the tenancy agreement so the Landlord is not responsible for the Tenants' moving costs.

Analysis

In reviewing the evidence submitted and the affirmed testimony given; I find the male Tenant agreed to the Landlord retaining the security deposit of \$500.00. Consequently the Tenants have not established or proven grounds to recover the security deposit. I dismiss without leave to reapply the Tenants request for the return of the \$500.00 security deposit from the Landlord.

Further it is the responsibility of any applicant to provide a detailed calculation of any monetary claim and proof of loss by providing paid receipts or invoices to prove the amount of the claim. The Tenants have not provided any proof of their loss or costs of moving therefore the claim is unproven. As well when a Tenant chooses to move out or if a tenancy agreement ends and the tenancy agreement says the Tenants have to move out as this agreement does then the Tenants are responsible for their own moving costs. For these reasons I dismiss without leave to reapply the Tenants claims for moving costs.

Conclusion

The Tenants application is dismissed without leave to reapply.

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 04, 2016

Residential Tenancy Branch