



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$757
- b. An order for the return of his security deposit.
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. 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 served on the landlord by mailing, by registered mail to where the landlord resides on July 22, 2016. 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 the return of double the security deposit/pet deposit?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a 6 month fixed term written tenancy agreement that provided that the tenancy would start on June 1, 2016, end on December 1, 2016 and become month to month after that. The rent was \$500 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$250 on June 1, 2016.

The landlord demanded that the tenant vacate the rental unit and she made the living so unpleasant that the tenant vacated the rental unit on June 16, 2016.

The landlord provided the tenant with a cheque dated June 16, 2016 in the sum of \$450 "Deposit and \$200 rent returned". However, the landlord put a stop payment on that cheque.

Monetary Order and Cost of Filing fee

With respect to each of the Tenant's claims I find as follows:

- a. I determined the Tenant is entitled to \$250 for reimbursement of the rent for the last half of June. The landlord forced the tenant to vacate the rental unit by making it extremely unpleasant to live there. The landlord provided the tenant with a cheque which included reimbursement of rent that she later put a stop payment on.
- b. I dismissed the claim for the return of the security deposit with liberty to re-apply. The Residential Tenancy Act provides that a landlord is not required to return the security deposit until the 15 days after the later of the end of the tenancy or the date the Tenant provides the landlord with his forwarding address in writing. The Tenant failed to provide the landlord with his forwarding address. The tenant retains the right to re-apply 15 days after he has first provided the landlord with his forwarding address in writing.
- c. I determined the tenant is entitled to recover the \$7 NSF fee which was administered against his bank account because of the stop payment order.

In summary I ordered the landlord to pay to the Tenant the sum of \$257 plus \$100 for the cost of the filing fee for a total of \$357.

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: August 25, 2016

Residential Tenancy Branch