



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CORNERSTONE PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For a monetary order for unpaid rent for July 2017;
2. For a monetary order for compensation for loss;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. For a monetary order for compensation for loss
2. Return double the security deposit; and
3. To recover the cost of filing the application.

Only the tenant appeared.

Landlord's application

This matter was set for hearing by telephone conference call at 2:30 P.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the tenant. Therefore, as the landlord did not attend the hearing by 2:40 P.M, and the tenant appeared and was ready to proceed, I dismiss the landlord's application without leave to reapply.

Issues to be Decided

Is the tenant entitled to compensation for monetary loss?
Is the tenant entitled to double the security deposit?

Background and Evidence

The tenancy began on June 1, 2017. Rent in the amount of \$1,300.00 was payable on the first of each month. The tenant paid a security deposit of \$650.00. The tenant vacated the premises on June 11, 2017 and gave written notice to the tenancy effective July 11, 2017.

The tenant claims as follows:

a.	Return of tenant insurance	\$ 38.00
b.	Return of hydro	\$ 19.44
c.	Moving in and out costs (\$588.00 X2)	\$1,176.00
d.	Emergency accommodations	\$2,100.00
e.	Missed work	\$1,900.00
f.	Double security deposit (\$650.00 x2)	\$1,300.00
g.	Filing fee	\$ 100.00
	Total claimed	\$6,633.44

The tenant testified that they seek reimbursement of items a – e, because there was an offensive odour in the rental unit. The tenants stated that this made the rental unit unlivable and they seek to recover cost associated with the tenancy, including loss of work. Filed in evidence is a mould report.

The tenant testified that they seek double the security deposit as the landlord was provided with their forwarding address on July 11, 2017, and they failed to return the deposit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenant has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I accept the evidence of the tenant that there was an odour in the rental unit; however, that does not make it a health or safety concern. I have reviewed the mould report filed in evidence. The

mould report shows the rent unit was safe to occupy. I find tenant has failed to prove a violation under the Act, by the landlord. Therefore, I dismiss items a-e of the tenant's claim.

In this case the tenant seeks double of the security deposit as they provided the landlord with their forwarding address on July 11, 2017. While I accept the landlord did file an application on July 20, 2017, claiming against the deposit; however, the landlord failed to attend the hearing to provide any evidence in support of their claim. I find simply making the application and then not attending is not the intent of section 38 of the Act. Therefore, I find the tenant is entitled to the return of double the security deposit

I find that the tenant has established a total monetary claim of **\$1,400.00** comprised of the double the security deposit of \$650.00 and the \$100.00 fee paid for this application. I grant the tenant a monetary order pursuant to section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord's application is dismissed without leave to reapply. The tenant is granted a monetary order.

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: February 1, 2018

Residential Tenancy Branch