



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlords did not attend the hearing. The Tenant attended and was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord was served with the application for dispute resolution and notice of hearing (the “Hearing Package”) by registered mail on October 21, 2021. The Tenant had not received the Hearing Package from the Residential Tenancy Branch (the “RTB”) for that service until October 20, 2021. The Landlord was given the Tenant’s evidence by registered mail on December 16, 2021. The Landlord provided evidence for this dispute to both the Tenant and the RTB. Given the Tenant’s undisputed evidence of service of the Hearing Package I find that the Tenant served the Hearing Package in accordance with section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlords are deemed to have received the Hearing Package on October 26, 2021.

Issue(s) to be Decided

Are the Tenants entitled to the compensation claimed?

Are the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on May 1, 2021, with rent of \$1,750.00 payable on the first day of each month. At the outset of the tenancy the Landlord collected \$875.00 as a security deposit and \$400.00 as a pet deposit. The Landlord offered to return \$1,750.00 plus the security and pet deposits if the Tenant would agree to a mutual ending of the tenancy. On June 23, 2021, the Tenant signed that mutual agreement to end the tenancy and moved out of the unit. The mutual agreement was written on a tenancy agreement and the Landlord did not give the Tenant a copy of this signed agreement. The Landlord returned the deposits but did not give the Tenant the \$1,750.00. The Tenant provides a copy of a text as supporting evidence and the Landlord provides a copy of several texts. The Tenant claims \$1,750.00.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. It is noted that one of the texts provided by the Landlord indicates that the Landlord agreed to return the rent of \$1,750.00 to the Tenant, in addition to the return of the deposits. Given this evidence together with the Tenant's undisputed evidence that the Landlord only returned the deposits, I find that the Tenant is entitled to the compensation claimed of **\$1,750.00**. As the Tenants have been successful with this claim I find that the Tenants are also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,850.00**.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,850.00**. If necessary, this order may be filed 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 RTB under Section 9.1(1) of the Act.

Dated: January 28, 2022

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Residential Tenancy Branch