



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S, FFL; MNDCT, MNSD, FFT

Introduction

This hearing dealt with the landlord's application, filed on May 24, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$3,060.00 for unpaid rent, for damage to the rental unit, and for compensation for damage or loss under the *Act, Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit of \$500.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 72.

This hearing also dealt with the tenant's application, filed on June 7, 2022, pursuant to the *Act* for:

- a monetary order of \$8,020.00 for compensation for damage or loss under the *Act, Residential Tenancy Regulation*, or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of double the amount of the tenant's security deposit of \$500.00, totalling \$1,000.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for her application, pursuant to section 72.

The landlord and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 60 minutes from 1:30 p.m. to 2:30 p.m.

The landlord and the tenant confirmed their names and spelling. They both provided their email addresses for me to send this decision to them after the hearing.

The landlord stated that he owns the rental unit. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, the landlord and the tenant both separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed both parties that I could not provide legal advice to them or act as their agent or advocate. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they were ready to proceed with this hearing, they wanted me to make a decision, and they did not want to settle both applications. Both parties were offered multiple opportunities to settle both applications and declined to do so.

I repeatedly cautioned the tenant that if I dismissed her application, she would receive \$0. I repeatedly cautioned her that if I granted the landlord’s full application, the landlord would retain the tenant’s entire security deposit of \$500.00 and the tenant would be required to pay the landlord for his \$100.00 application filing fee. The tenant repeatedly affirmed that she was prepared for the above consequences if that was my decision.

I repeatedly cautioned the landlord that if I dismissed his application, he would receive \$0. I repeatedly cautioned him that if I granted the tenant’s full application, the landlord would be required to pay the tenant \$9,120.00, including the \$100.00 application filing fee. The landlord repeatedly affirmed that he was prepared for the above consequences if that was my decision.

Preliminary Issue – Service of Documents

The tenant confirmed receipt of the landlord’s application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord’s application.

The tenant said that she received the landlord's application one month after it was filed. She did not raise any objection or prejudice regarding the above, at this hearing. I informed the tenant that I would proceed with this hearing and make a decision regarding the landlord's application. She affirmed her understanding of same.

The landlord stated that he did not receive the tenant's application for dispute resolution hearing package. The tenant said that she sent her application to the landlord on June 23, 2022, by way of registered mail. She provided a mailing address and the landlord agreed that was his correct mailing address. The tenant provided a Canada Post tracking number verbally during this hearing. In accordance with sections 89 and 90 of the Act, I find that the landlord was deemed served with the tenant's application on June 28, 2022, five days after its registered mailing.

I looked up the tracking number provided by the tenant, on the Canada Post website during this hearing. I informed the landlord that the mail package was delivered and signed for on June 28, 2022. The landlord then claimed that he must have received the tenant's application if the mail was signed for and delivered. He said that it was so long ago that he could not remember. He asked why the tenant's application would have been received two months before the previous RTB hearing between these parties on August 25, 2022. I informed him that the tenant filed her application on June 7, 2022, and the landlord filed his application on May 24, 2022, both before the previous RTB hearing in August 2022.

The landlord did not raise any objection or prejudice regarding the above, at this hearing. I informed the landlord that I would proceed with this hearing and make a decision regarding the tenant's application. He affirmed his understanding of same.

Preliminary Issue – Amendment to Landlord's Application

At the outset of this hearing, the landlord repeatedly stated that he did not want to pursue his full monetary application against the tenant. He said that he would "not see any money" from the tenant, anyway.

The landlord repeatedly affirmed that he only wanted to retain the tenant's security deposit of \$500.00 and to recover the \$100.00 application filing fee from the tenant. Accordingly, I only dealt with the landlord's reduced monetary claim at this hearing, as per the landlord's request.

I repeatedly informed the landlord that the remainder of his application of \$2,560.00 was dismissed without leave to reapply and he could not pursue these claims in the future. The landlord repeatedly affirmed his understanding of and agreement to same.

Preliminary Issue – Jurisdiction

Both parties agreed that they attended a previous RTB hearing before me, regarding this tenancy on August 25, 2022, after which a decision was issued by me on the same date. The file number for that hearing appears on the cover page of this decision.

Upon reviewing the previous decision on the online RTB dispute access site, since neither party provided a copy for this hearing, I informed both parties of the following information. The previous decision dismissed the tenant's application for ongoing tenancy claims without leave to reapply, since both parties agreed the tenant vacated the rental unit on May 14, 2022. The previous decision also severed and dismissed the tenant's monetary application of \$7,590.00 for disputing an additional rent increase and for compensation under the *Act, Regulation*, or tenancy agreement.

Therefore, I have jurisdiction to hear the tenant's application regarding her monetary claims as they were dismissed with leave to reapply.

Preliminary Issue – Inappropriate Behaviour by the Landlord during this Hearing

Rule 6.10 of the RTB *Rules* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing
Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

Throughout the conference, the landlord interrupted me, spoke at the same time as me and the tenant, argued with me, refused to answer my questions, asked irrelevant questions, and made irrelevant submissions. I had to repeatedly ask the landlord the same questions and repeatedly explain the same information to him, during this hearing. I cautioned the landlord multiple times, but he continued with this inappropriate behaviour throughout this hearing.

The landlord repeatedly argued that he did not have the tenant's application in front of him, he did not have his application and evidence in front of him, he did not have the tenancy details in front of him, and he thought this hearing was only to decide the security deposit because he thought the tenant's monetary application was dealt with at the previous RTB hearing in August 2022. I repeatedly informed and explained to the landlord that I would be deciding both parties' applications, including the security deposit, and the tenant had leave to reapply for her monetary claims from the previous RTB hearing in August 2022.

I informed the landlord that this hearing took longer because of his disruptive and inappropriate behaviour. Despite the landlord's behaviour, I allowed him to attend the full hearing, in order to provide him with a full opportunity to present his application and respond to the tenant's application.

Issues to be Decided

Is the landlord entitled to retain the tenant's security deposit in full satisfaction of the monetary order for unpaid rent, damages, and other losses?

Is the tenant entitled to a return of double the amount of her security deposit?

Is the tenant entitled to a monetary order for compensation for damage or loss under the *Act, Regulation*, or tenancy agreement?

Is either party entitled to recover the filing fee for their application?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of the respective submissions and arguments are reproduced here. The relevant and important aspects of both parties' claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on July 8, 2019 and ended on May 14, 2022. Both parties did not sign a written tenancy agreement. Monthly rent in the amount of \$1,030.00 was payable on the first day of each month. The tenant paid a security deposit of \$500.00, and the landlord continues to retain this deposit in full. No move-in or move-out condition inspection reports were completed for this tenancy. The landlord did not have written permission to retain any amount from

the tenant's security deposit. The landlord received a written forwarding address from the tenant on May 11, 2022, by way of registered mail.

The landlord confirmed that he seeks to retain the tenant's security deposit of \$500.00 for all unpaid rent, damages, and other losses caused by the tenant, plus the \$100.00 application filing fee.

The tenant confirmed that she seeks a return of double the amount of her security deposit of \$500.00, totalling \$1,000.00, compensation of \$6,780.00, reimbursement for an illegal rent increase of \$240.00, plus the \$100.00 application filing fee.

The landlord testified regarding the following facts about his application. The tenant did not pay rent for six weeks between April 1 and May 1, 2022. The landlord called the police regarding the tenant's boyfriend. There are damaged and missing items from the rental unit. The landlord provided photographs with his application. The rental unit was intended for the tenant, not her boyfriend. The tenant had an "exorbitant" heating bill because she left the windows wide open, and the heat was "maxed out." The tenant was "heating the world." The April 2022 rent that the tenant said she paid was stolen by her boyfriend.

The tenant testified regarding the following facts in response to the landlord's application. She disputes the landlord's entire application. She left the rental unit the way she found it. There were no move-in or move-out inspections or reports, so the landlord cannot claim for anything. The tenant wants her security deposit back from the landlord.

The tenant testified regarding the following facts about her application. She paid a rent increase to the landlord from September 2021 to April 2022, for a total of \$240.00. Rent increases were not allowed that year. The landlord "promised" to pay the tenant \$6,780.00 to move out, but it was not given.

The landlord stated the following facts in response to the tenant's application. He disputes the tenant's entire application. The tenant "broke" the agreement, which was verbal. The tenant was not allowed to have her boyfriend or anyone else live in the rental unit with her. The landlord told the tenant that no one else could live there. The tenant got a "good deal" of \$1,000.00 per month for the rental unit and the heat, light, fireplace, and gas. The tenant's boyfriend created problems with the landlord and the tenant. The rent increase was because the tenant's boyfriend was residing at the rental unit. The tenant's boyfriend threatened the landlord 5 times, and the landlord called the

police. The landlord's agreement to pay the tenant compensation of \$6,780.00 was like "blackmail." Someone was going to get hurt between the landlord and the tenant's boyfriend. The landlord agreed to pay this "ransom" for the tenant and her boyfriend to move out. This did not happen and there was no communication. The tenant moved out on May 14, 2022. The tenant did not pay any rent for April or May 2022, to the landlord. The tenant "nullified" the agreement for the "ransom." The tenant did not move out at the end of April, but she moved out in mid-May instead. The landlord's witness saw everything, and the police were called for the 5th time.

The tenant stated the following facts in response. She provided emails between her and the landlord. The tenant agreed to vacate the rental unit by April 30, 2022. The landlord was supposed to give the tenant a money order by April 29, 2022. The landlord was trying to get the tenant to move out and gave her 3 notices to end tenancy. The tenant had to wait for the landlord to pay money. In his email to the tenant on April 30, 2022, the landlord told the tenant that he needed to deal with family issues, and he would update her on Monday May 2, 2022. The tenant emailed the landlord on May 1, 2022 and said that she was in the process of moving out and needed 2 hours more. The tenant had to wait and give the landlord time to deal with his family issue, so she waited until May 11, 2022, and then she emailed the landlord to return the keys and do the move-out inspection.

The landlord stated the following facts in response. The tenant moved out on May 14, 2022. The landlord did not have issues with the tenant, but only her boyfriend.

Analysis

Burden of Proof

Both parties, as the applicants, have the burden of proof, on a balance of probabilities, to prove their applications and monetary claims. The *Act, Regulation, RTB Rules*, and Residential Tenancy Policy Guidelines requires both parties to provide evidence of their claims, in order to obtain monetary orders.

Both parties received application packages from the RTB, including instructions regarding the hearing process, when they filed their applications. Both parties received four-page documents entitled "Notice of Dispute Resolution Proceeding" ("NODRP") from the RTB, when they filed their applications. The NODRP contains the phone number and access code to call into this hearing.

The NODRP states the following at the top of page 2, in part (emphasis in original):

The applicant is required to give the Residential Tenancy Branch proof that this notice and copies of all supporting documents were served to the respondent.

- *It is important to have evidence to support your position with regards to the claim(s) listed on this application. For more information see the Residential Tenancy Branch website on submitting evidence at www.gov.bc.ca/landlordtenant/submit.*
- *Residential Tenancy Branch Rules of Procedure apply to the dispute resolution proceeding. View the Rules of Procedure at www.gov.bc.ca/landlordtenant/rules.*
- *Parties (or agents) must participate in the hearing at the date and time assigned.*
- *The hearing will continue even if one participant or a representative does not attend.*
- *A final and binding decision will be sent to each party no later than 30 days after the hearing has concluded.*

The NODRP indicates that a legal, binding decision will be made and links to the RTB website and the *Rules* are provided in the same document. I informed both parties that I had 30 days to issue a decision after this hearing.

Both parties received detailed application packages from the RTB, including the NODRP documents, with information about the hearing process, notices to provide evidence to support their applications, and links to the RTB website. It is up to both parties to be aware of the *Act*, *Regulation*, *RTB Rules*, and Residential Tenancy Policy Guidelines. It is up to both parties, as the applicants, to provide sufficient evidence of their claims, since they chose to file their applications on their own accord.

Legislation, Policy Guidelines, and Rules

The following RTB *Rules* are applicable and state the following, in part:

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent...

...

7.17 Presentation of evidence

Each party will be given an opportunity to present evidence related to the claim. The arbitrator has the authority to determine the relevance, necessity and appropriateness of evidence...

7.18 Order of presentation

The applicant will present their case and evidence first unless the arbitrator decides otherwise, or when the respondent bears the onus of proof...

Pursuant to section 67 of the *Act*, when parties make claims for damage or loss, the burden of proof lies with the applicants to establish their claims. To prove a loss, the applicants must satisfy the following four elements on a balance of probabilities:

- 1) Proof that the damage or loss exists;
- 2) Proof that the damage or loss occurred due to the actions or neglect of the respondent in violation of the *Act*, *Regulation* or tenancy agreement;
- 3) Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- 4) Proof that the applicants followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

Residential Tenancy Policy Guideline 16 states the following, in part (my emphasis added):

C. COMPENSATION

*The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. **It is up to the party who is claiming compensation to provide evidence to establish that compensation is due.** In order to determine whether compensation is due, the arbitrator may determine whether:*

- *a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;*
- *loss or damage has resulted from this non-compliance;*
- ***the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and***
- *the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.*

...

D. AMOUNT OF COMPENSATION

*In order to determine the amount of compensation that is due, the arbitrator may consider the value of the damage or loss that resulted from a party's non-compliance with the Act, regulation or tenancy agreement or (if applicable) the amount of money the Act says the non-compliant party has to pay. The amount arrived at must be for compensation only, and must not include any punitive element. **A party seeking compensation should present compelling evidence of the value of the damage or loss in question. For example, if a landlord is claiming for carpet cleaning, a receipt from the carpet cleaning company should be provided in evidence.***

Landlord's Application

On a balance of probabilities and for the reasons stated below, I dismiss the landlord's application to retain the tenant's entire security deposit of \$500.00, in full satisfaction of the monetary claims for unpaid rent, damages, and other losses, without leave to reapply.

I find that the landlord did not properly present his evidence, as required by Rule 7.4 of the RTB *Rules*, despite having multiple opportunities to do so, during this hearing, as per Rules 7.17 and 7.18 of the RTB *Rules*.

This hearing lasted 60 minutes so the landlord had ample opportunity to present his application and respond to the tenant's claims. During this hearing, I repeatedly asked the landlord if he had any other information to present and provided him with multiple opportunities for same.

The landlord did not explain his claims in sufficient detail during this hearing. The landlord did not review or explain his documents in sufficient detail during this hearing. The landlord mentioned providing photographs but did not point me to any specific ones. The landlord did not point me to any specific pages, provisions, or details in his documents submitted. The landlord did not provide any specific amounts for the losses that he suffered, during this hearing. I find that the landlord failed the above four-part test, as per section 67 of the *Act* and Residential Tenancy Policy Guideline 16.

I find that the landlord failed to prove damages beyond reasonable wear and tear, caused by the tenant, as required by Residential Tenancy Policy Guideline 1. The landlord indicated that there were missing and damaged items but did not indicate what these were, how the tenant was responsible, whether these items were repaired or

replaced by the landlord, the costs of same and if or when they were paid, or other such specific information.

The landlord did not complete any move-in or move-out condition inspection reports for this tenancy. Therefore, I cannot determine if any damages or losses were caused by the tenant during her tenancy or whether these damages were pre-existing when she moved into the rental unit.

The landlord did not reference any quotations, estimates, invoices, or receipts, to show if or when he had any damages or losses repaired, when the work was completed, who completed it, how many people completed it, what the rate per hour or per worker was, what tasks were completed, how long it took to complete, when the work was paid for, how it was paid, or who paid it. The landlord did not provide any testimony about the above information during this hearing.

The landlord did not provide any amounts during this hearing, for the unpaid rent of “six weeks” that he claimed. He said that the tenant failed to pay rent from April 1 to May 1, 2022, which is not a six-week period, but a four-week period. He did not indicate the amount of unpaid rent he was seeking at this hearing.

The tenant provided a copy of an email, dated April 27, 2022, from the landlord, indicating that he was willing to forego April 2022 rent from the tenant, and referencing a previous letter, dated April 17, 2022. Neither party referenced this document during this hearing, but I reviewed it, prior to writing this decision. Therefore, I find that the landlord is not entitled to any unpaid rent from the tenant.

The tenant provided a copy of a bank statement, stating that she withdrew cash, totalling \$1,200.00, on March 31, 2022, to pay rent to the landlord for April 1, 2022. The tenant provided a copy of an email, dated April 6, 2022, to the landlord, indicating that she dropped an envelope of cash with the April 2022 rent money in the landlord’s mail slot on March 31, 2022, with his name on it and tape on the back. The tenant provided a copy of an email from the landlord, dated May 13, 2022, where the landlord stated that the April 2022 rent may have been stolen on April 1 or 2, because there were security issues with the doors that access his place, and he contacted the police, who suggested he lock these doors.

Accordingly, I dismiss the landlord’s application to retain the tenant’s security deposit of \$500.00, in full satisfaction of the monetary order for unpaid rent, damages, and other losses, without leave to reapply.

As the landlord was unsuccessful in his application, I find that he is not entitled to recover the \$100.00 filing fee from the tenant.

Tenant's Application

Rent Increase

The tenant's application for an illegal rent increase of \$240.00 total, is dismissed without leave to reapply.

I find that the tenant failed to provide sufficient testimonial evidence regarding this claim. She did not indicate how or when she received the rent increase from the landlord and she did not provide the rent increase amount that she paid per month, in her testimony. She did not reference or explain the documents submitted with her application, including any proof of having paid a rent increase to the landlord, during this hearing.

The tenant did not testify as to whether she received a 3-month written notice on the approved RTB form from the landlord, for the rent increase. Although rent increases were not permitted by the RTB during 2021, due to covid, they were permitted by the RTB in 2022. In any event, a tenant can still agree to pay a rent increase to the landlord, on their own accord.

I find that the tenant voluntarily agreed to pay the landlord for a rent increase of \$30.00 per month, from September 2021 to April 2022. I find that the tenant paid this rent increase to the landlord for 8 months and raised no issue with it during that time. The above information regarding the rent increase was taken from the tenant's documentary evidence submitted, which I reviewed prior to writing this decision, that the tenant failed to reference or explain during this hearing. The tenant filed her application on June 7, 2022, after the landlord filed his application first on May 24, 2022. The tenant only raised the rent increase issue after she moved out on May 14, 2022.

Compensation Agreement

The tenant's application for compensation of \$6,780.00 total, based on an agreement with the landlord for the tenant to move out early, is dismissed without leave to reapply.

It is undisputed that the landlord agreed to pay the tenant \$6,780.00 if she vacated the rental unit by April 30, 2022. It is undisputed that the tenant vacated the rental unit and

returned the keys to the landlord on May 14, 2022. Both parties agreed to the above facts in their testimony during this hearing.

I find that the tenant violated the agreement, failed to move out by April 30, 2022, and is not entitled to compensation from the landlord.

The landlord stated that he agreed to the above compensation, but it was “blackmail” and a “ransom” payment, due to threats from the tenant’s boyfriend, which resulted in calls to the police by the landlord. I find that the landlord failed to provide any police reports or Court documents to indicate any criminal threats, arrests, or convictions. I find that the landlord failed to show that he was under duress or coerced in any way to offer the above compensation to the tenant. I find that the landlord voluntarily offered the above compensation to the tenant, by way of multiple emails, which the tenant provided as evidence, and she read aloud during this hearing. I find that the landlord did not refer to any duress, coercion, threats, ransom, or blackmail in any of these emails to the tenant.

The tenant provided emails, dated April 27, 2022, between both parties, where the tenant accepted the landlord’s offer of \$6,780.00, if the tenant moved out by April 30, 2022. There was no condition that the agreement was based on the landlord paying the tenant compensation first by April 29, 2022, which the tenant requested, in her email of April 27, 2022. The tenant agreed that she emailed the landlord on May 1, 2022 at 16:40 (4:40 p.m.), stating that “I have started my moving process and once I receive the money (\$6780.00 + deposit) I will need 2h [2 hours] to finish moving and will return my keys and vacate peacefully.”

The tenant claimed that she moved out later because she was waiting for the landlord to get back to her and pay her money, since the landlord was dealing with family issues and trying to find a notary to notarize their agreement, and he told her he would update her on Monday, May 2, 2022. Yet, the tenant agreed that she did not email the landlord again until May 11, 2022, indicating that “I am ready to return the keys and have the final inspection...” The tenant provided no other explanation at this hearing, except for “waiting for the landlord,” to explain her delay of 10 days from May 1 to May 11, 2022, to move out of the rental unit.

Security Deposit

Section 38 of the *Act* requires the landlord to either return the tenant’s security deposit or file for dispute resolution for authorization to retain the deposit, within 15 days after

the later of the end of a tenancy and the tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the *Act*, equivalent to double the value of the deposit. However, this provision does not apply if the landlord has obtained the tenant's written authorization to retain all or a portion of the deposit to offset damages or losses arising out of the tenancy (section 38(4)(a)) or an amount that the Director has previously ordered the tenant to pay to the landlord, which remains unpaid at the end of the tenancy (section 38(3)(b)).

I make the following findings on a balance of probabilities, based on the evidence and testimony of both parties. The following facts are undisputed. This tenancy ended on May 14, 2022. The landlord did not have written permission to retain any amount from the tenant's security deposit. The tenant provided a written forwarding address, which was received by the landlord on May 11, 2022, by way of registered mail.

The landlord filed his application to retain the tenant's security deposit on May 24, 2021, which is within 15 days of the written forwarding address being provided by the tenant on May 11, 2021, and the end of tenancy date of May 14, 2022.

I find that the landlord's right to claim against the tenant's security deposit for damages was extinguished for failure to provide two opportunities each to complete move-in and move-out condition inspections, including using the approved RTB forms, and failure to complete move-in and move-out condition inspection reports with the tenant, as required by sections 24 and 36 of the *Act*. However, the landlord also applied for unpaid rent in his application, not only damages.

Therefore, I find that the tenant is not entitled to double the amount of her security deposit.

Over the period of this tenancy, interest is payable on the tenant's security deposit. No interest is payable for the years from 2019 to 2022. Interest of 1.95% is payable for the year 2023. Interest is payable from January 1 to February 9, 2023, since the date of this hearing was February 9, 2023. This results in \$1.07 interest on \$500.00 for 10.96% of the year, based on the RTB online deposit interest calculator.

Although this decision was issued on February 10, 2023, I find that this is not within the control of either party, as it is only within my control when I issue this decision.

In accordance with section 38 of the *Act* and Residential Tenancy Policy Guideline 17, I find that the tenant is entitled to the return of the original amount of her security deposit of \$500.00, plus interest of \$1.07, totalling \$501.07. I issue a monetary order to the tenant against the landlord.

As the tenant was only partially successful in her application, I find that she is not entitled to recover the \$100.00 filing fee from the landlord.

Conclusion

The landlord's entire application is dismissed without leave to reapply.

I issue a monetary order in the tenant's favour in the amount of \$501.07 against the landlord. The landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The remainder of the tenant's 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: February 10, 2023

Residential Tenancy Branch