



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: MNSD, MN, FF

Introduction:

This hearing was held in response to an Application for Dispute Resolution filed by the Tenant. The tenant is seeking monetary orders for:

1. Compensation for damage or loss.
2. Return of all or part of a security deposit.
3. To recover the filing fee paid for this application.

The total sum sought is \$2,748.00.

Background and Evidence

The tenant says she paid a security deposit in the sum of \$775.00 on October 1, 2008. The tenant says she was forced to leave the rental unit on July 6, 2008 even though she had paid her rent in full until the end of July, 2008. The tenant says she verbally provided her forwarding address to the landlord when she moved out and supplied it again in writing in an email she sent to the building manager on July 16, 2008. The tenant says she frequently communicated with the landlord via email. The tenant supplied the subject email in evidence. The tenant says her security deposit was not returned to her until August 18, 2008, after she had filed an Application for Dispute Resolution dated stamped August 8, 2008. The tenant submits in evidence the envelope enclosing her security deposit post-marked August 18, 2008. Submitted in evidence is a cheque from the landlord payable to the tenant dated July 10, 2008 calculated as follows:

Security Deposit	\$ 775.00
------------------	-----------

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Interest on the Deposit	18.82
Rental Refund for the period July 6-31, 2008	1,308.39
Less painting costs	-78.75
Less painting supplies	-27.56
Less bulbs and "handl" [sic]	-182.70
Total sum returned to the Tenant	\$1,813.20

The tenant says she did not agree to the painting costs and supplies. Further that her security deposit was not returned within the 15 days required by the Act. The tenant now seeks double the security deposit and recovery of the charges levied against her deposit.

The landlord says the tenant was evicted for non-payment of rent. The landlord said that the tenant never verbally told him where she was moving to. The landlord says the tenant told him she could come to pick up a cheque. A cheque was issued on July 10, 2008. The landlord says that while they had communicated via email over the course of the tenancy he did not receive any email from the tenant providing her forwarding address. The landlord says the email provided in evidence by the tenant is an email purportedly sent to his home email address. The landlord said that the tenant frequently used his private home email address, however when the dispute arose that eventually led to the end of the tenancy, her emails became abusive and harassing. The landlord says he was forced to block her emails to protect himself and his family from the harassment. The landlord says the tenant was always aware of the company email address but did not use that address or, if she did, it was not received. The landlord said he was served with the tenant's Application for Dispute Resolution showing her then current address on August 14, 2008. He then returned the deposit cheque dated July 10, 2008 by mail sent August 18, 2008.

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

With respect to the deductions the landlord submits a Condition Inspection Report signed by the parties on July 6, 2008, in that report the landlord had noted \$174.00 in damages/replacement costs. The landlord said that the walk-through inspection was performed at 11 pm because that was the only time the tenant said she was available. The landlord says that it was dark and the tenant had removed all of the light bulbs from the rental unit so he did not see the damages to the paint which he later also deducted from her deposit.

The tenant responded that it was 10 pm not 11 pm when the inspection was performed and she denies removing light bulbs.

Analysis

The Act says that when a landlord does not have the tenant's permission to retain all or part of a security deposit a landlord must either return the deposit or make application to retain it within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing.

Conclusion

The tenant's application for the return of double the security deposit is dismissed. I find that she did not provide her forwarding address to the landlord until she served him with her Application for Dispute Resolution at which time the landlord did return the deposit. I arrive at this conclusion because I prefer the evidence of the landlord that he blocked the tenant's emails she sent to his home email address and therefore did not receive the tenant's forwarding address.

Dated October 09, 2008.