

# Dispute Resolution Services

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

## Decision

Dispute Codes: MNSD, MND, MNSD, FF

## Introduction

This hearing dealt with an application by the tenant for an order for the return of double his security deposit and a cross-application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing and had opportunity to be heard.

Although in his application the tenant requested payment equivalent to 18 days rent, at the hearing he advised that he did not wish to pursue that claim. Accordingly this decision addresses only the landlord's claim and the remainder of the tenant's claim for the return of double his security deposit.

## Issue(s) to be Decided

Is the tenant entitled to an order for the return of double his security deposit?

Is the landlord entitled to a monetary order as claimed?

## Background and Evidence

The parties agreed that the tenancy began in January 2009 and ended on May 13, 2009. The parties further agreed that the tenant paid a \$237.50 security deposit. The tenant testified that on May 11 he gave the landlord a letter which contained his forwarding address. The landlord denied having received the letter. The landlord testified that in early May, the fire alarm in the building was activated. The fire department was unable to discover the cause for the activation and an electrician was called in who discovered that the cap on a heat sensor in the tenant's unit had been "knocked off." The landlord explained that the heat sensor will trigger the fire alarm if the cap is removed, either because it has been triggered by intense heat or because it has been taken off. The landlord emphasized that she did not believe that the tenant had purposely tampered with the heat sensor, but that he had inadvertently hit it. The

landlord provided an invoice showing that she paid \$336.00 to an electrician to replace the heat detector. The tenant argued that the invoice was not sufficiently specific, not showing the unit number of the part and not specifically costing various charges. The tenant strenuously denied having purposely damaged the heat sensor.

### Analysis

First addressing the tenant's claim, the tenant bears the burden of proving that he gave his forwarding address in writing to the landlord, thereby triggering her obligation to deal with the security deposit. The tenant did not provide a copy of the letter he claims to have given and in light of the landlord's denial that she received the letter, I find that the tenant has not proven on the balance of probabilities that he gave the landlord his forwarding address in writing. The tenant's claim is dismissed.

As for the landlord's claim, I am satisfied that the tenant did not deliberately tamper with the heat sensor, but I find that the evidence shows that the previously undamaged heat sensor was damaged during the tenancy while the tenant was in the unit and required repairs of \$336.00. I find that the landlord has proven that the tenant inadvertently damaged the heat sensor and I award the landlord \$336.00. I further find that the landlord is entitled to recover the \$50.00 filing fee paid to bring her application for a total entitlement of \$386.00. I order that the landlord retain the \$237.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance of \$148.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The tenant's claim is dismissed. The landlord is granted an order for \$148.50.

Dated September 09, 2009.