

DECISION

Dispute Codes: MNDC, MNFD, FF

Introduction

This is the Tenant's application for a monetary order for damages in the amount of \$250.00 for the cost of doing laundry; for double the security deposit in the amount of \$700.00; and to recover the cost of the filing fee from the Landlord.

I reviewed the evidence provided by the Tenant prior to the Hearing. Both parties gave affirmed evidence and the Hearing proceeded on its merits.

Issue(s) to be Decided

- Did the Landlord return the Tenant's security deposit within 15 days of receiving written notice of her forwarding address?
- Is the Tenant entitled to a monetary order, and if so, in what amount?

Background and Evidence

This tenancy started on April 1, 2007. The rental unit is a suite in a house. The Landlord lives in the same house. The Tenant paid a security deposit in the amount of \$350.00 on April 1, 2007. There was no written tenancy agreement. The Tenant vacated the rental unit on June 30, 2009.

The Tenant provided the following testimony and documentary evidence:

With respect to the Tenant's claim for \$250.00 for the cost of doing laundry, the Tenant testified that use of the laundry facilities was included in her monthly rent. The Landlord

locked her out of the laundry room on April 12, 2009, after she successfully disputed a Notice to End Tenancy. The Tenant testified that it cost her \$25.00 a week to do laundry at a local laundromat since April 12, 2009. The Tenant provided copies of receipts from a laundromat dated April 16, 21, 29; May 5, 13, 19 29; and June 7, 16 and 25, 2009, each in the amount of \$25.00 for one roll of quarters and 15 one-dollar coins.

With respect to the Tenant's claim for double the security deposit, the Tenant testified that she left her forwarding address in writing on a counter at the rental unit on June 30, 2009. The Tenant testified that she also mailed the Landlord her forwarding address, by registered mail, on July 17, 2009. The Tenant provided a copy of the registered letter, along with a copy of the registered mail receipt and tracking number. The Tenant testified that the Landlord mailed her a cheque in the amount of \$300.00 only, post-dated July 30, 2009, which she received on July 24, 2009. The Tenant has not yet cashed the cheque.

The Landlord gave the following testimony:

With respect to the Tenant's claim for compensation for the loss of laundry facilities, the Landlord testified that the laundry facilities belonged to the Landlord. The Landlord testified that the Tenant had laundry privileges, but the Landlord had to be home when she wanted to use the washer and dryer. The Landlord testified that the Tenant did not notify the Landlord that she wanted to use the laundry facilities. The Landlord testified that he put a lock on the laundry door as a result of problems he was having with the Tenant's 21 year old daughter. Prior to the Tenant's 21 year old daughter moving in, the only other person living with the Tenant was her 6 year old daughter, and the laundry room was not locked. The Landlord denied having any issues with the Tenant as a result of her successful application to cancel a Notice to End Tenancy.

With respect to the Tenant's claim for double the security deposit, the Landlord testified that he did not see the Tenant's forwarding address on the counter when she moved out. The Landlord stated that he did receive the registered letter enclosing her forwarding address, and that he sent her a cheque a couple of weeks later. The Landlord testified that he withheld \$50.00 from the security deposit because he had to

pay \$50.00 to the Tenant as a result of the last Hearing. The Landlord testified that there were other damages left by the Tenant.

Analysis

This is the Tenant's application. The Landlord has not filed an application for damages against the Tenant, and is at liberty to do so should he desire.

RE: Tenant's claim for compensation for lack of laundry facilities:

Based on the testimony of both parties, I find that the parties entered into a verbal tenancy agreement, and that use of the laundry facilities was included in the rent. The Tenant provided copies of letters dated May 17, 2009 and May 22, 2009, to the Landlord, requesting access to the laundry facilities. The Landlord withdrew the use of the laundry facilities without compensating the Tenant, or providing set times for her to use the laundry facilities. Therefore, I find that the Tenant is entitled to compensation from the Landlord for loss of the laundry facilities. I do not find the Tenant's claim to be unreasonable for a family of three, and award the Tenant \$250.00 in compensation for the cost of doing laundry from April 12 to June 30, 2009.

RE: Tenant's claim for double the security deposit:

A security deposit does not belong to a landlord. It is held in trust for a tenant, to be applied in accordance with Section 38 of the Act.

Section 38(1) of the Act provides that (unless the parties reach an agreement with respect to the security deposit) the Landlord **must** repay the security deposit (together with accrued interest) to the Tenant, or file an Application against the security deposit, within 15 days of the later of the date the Tenant moved out and the date the Tenant provided the Landlord with her forwarding address. If the Landlord fails to do so, the Landlord **must** pay the Tenant double the security deposit, pursuant to the provisions of Section 38(6) of the Act.

The Landlord testified that he did not see the Tenant's forwarding address on the counter on June 30, 2009, when the Tenant moved out. The Tenant also mailed the Landlord her forwarding address, by registered mail, sent on July 17, 2009. Service in this manner is deemed to be effected five days after mailing the document. Therefore, the Landlord is deemed to have been served with written notice of the Tenant's forwarding address on July 22, 2009. The Landlord had 15 days (until August 6, 2009) from July 22, 2009, to either repay the security deposit in full, together with the accrued interest, or to file an Application against the security deposit. The Landlord provided the Tenant with a post-dated cheque in the amount of \$300.00 only, dated July 30, 2009. The Tenant is entitled to interest on the security deposit. Interest has accrued in the amount of \$9.27. Therefore, with respect to the Tenant's application against the security deposit, I find that the Tenant is entitled to a monetary award, as follows:

Amount due to the Tenant (\$350.00 plus interest of \$9.27)	\$359.27
Less amount paid by the Landlord within 15 days of receipt of Tenant's address	<u>-\$300.00</u>
Subtotal	\$59.27

Double the amount owing of \$59.27 is \$118.54. The Tenant has been successful in her application and is entitled to recover the cost of the filing fee from the Landlord.

The Tenant has established a monetary order, as follows:

Compensation for loss of laundry facilities	\$250.00
Amount due to Tenant pursuant to the provisions of Section 38(6) of the Act	\$118.54
Recovery of filing fee	<u>\$50.00</u>
Total monetary award	\$418.54

Conclusion

I hereby grant the Tenant a Monetary Order in the amount of \$418.54 against the Landlord. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: November 23, 2009
