



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application for a monetary Order for return of the security deposit, a monetary Order for loss in relation to key deposits and moving costs and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenant provided affirmed testimony that on October 24, 2009 copies of the Application for Dispute Resolution and Notice of Hearing were mailed to the landlord at his residence. The tenant testified that when the tenancy commenced the landlord had shown him his driver's license, which included the same address where the tenant had gone to pick up a sofa from the landlord. A Canada Post tracking number was provided as evidence of service. Registered mail is deemed served on the fifth day after mailing.

Therefore, these documents are deemed to have been served in accordance with section 89 of the Act, however the landlord did not appear at the hearing.

Issue(s) to be Decided

Is the tenant entitled to return of double the deposit paid?

Is the tenant entitled to return of key deposits paid?

Is the tenant entitled to compensation for moving costs?

Is the tenant entitled to filing fee costs?

Background and Evidence

The tenancy commenced February 1, 2009 and terminated on July 31, 2009. The tenant provided copies of documents signed on February 2, 2009 by the tenant and landlord showing payment of an \$80.00 key deposit and a deposit payment in the sum of \$487.50.

The tenant testified that he required a second access key and paid another \$90.00.

The tenant is making the following monetary claim:

Double the deposit paid	975.00
Second key deposit	90.00
Moving costs	10.00
	1,155.00

On July 31, 2009 the tenant left a note in the rental unit, providing the landlord with the tenant's forwarding address and a request for the return of the deposit paid. The tenant spoke to the landlord 3 or 4 days later, to request return of the deposit paid. The tenant provided a transcript of text messages sent to and from the landlord in September 2009, which indicate that the landlord will not speak with the tenant and telling the tenant to cease calling the landlord.

The tenant has not returned one of the key fobs and will place that fob in the mail to the landlord. The tenant kept this key as he needed to lock the door when he left the building.

The tenant is claiming \$10.00 for moving costs charged by the landlord. The tenant had hired the landlord to assist him in moving.

The tenant also left a letter dated September 3, 2009, with the occupants who moved into his old rental unit. The tenant confirmed that these occupants did give the landlord this letter, which again requested return of the deposits and provided the tenant's forwarding address.

The tenant has not received any money from the landlord.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

I have no evidence that that landlord has repaid the deposit as requested in writing by the tenant and I find, that by at least August 4, 2009 the landlord is confirmed to have received the tenant's written forwarding address and request for return of the deposit paid. Therefore, as provided by section 38(6) of the Act, I find that the tenant is entitled to return of double the \$487.50 deposit paid to the Landlord.

I find that the tenant is entitled to return of the \$90.00 key deposit for the one key that was returned to the landlord. The tenant has not yet returned the second key fob to the landlord; therefore the claim for costs for the second key are dismissed without leave to reapply.

I find that the moving cost was not part of the tenancy agreement and dismiss the claim for moving costs.

I find that the Tenant's application has merit, and I find that the Tenant is entitled to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Therefore, I find the tenant is entitled to the following compensation:

	Claimed	Accepted
First key deposit	80.00	0
Second key deposit	90.00	90.00
Moving costs	10.00	0
Filing fee cost	50.00	50.00
	1,155.00	1,115.00

Conclusion

I find that the Tenant has established a monetary claim, in the amount of \$1,115.00, which is comprised of return of double the deposit paid, key deposit refund and \$50.00 in compensation for the filing fee paid by the Tenant for this Application for Dispute Resolution.

Based on these determinations I grant the Tenant a monetary Order for \$1,115.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The claim for return of the remaining key deposit and moving costs are 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 12, 2010.

Dispute Resolution Officer