

DECISION

Dispute Codes: MND, MNSD and FF

Introduction

These applications were brought by both the landlord and the tenants.

By application of January 26, 2009, the landlord seeks a Monetary Order for damage to the rental unit and recovery of the filing fee for this proceeding.

By application of October 14, 2009, the tenants seek a Monetary Order for return of their security deposit in double on the grounds that the landlord did not return it or make application to make claim on it within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address. The tenants also seek to recover their filing fee.

Issues to be Decided

The landlord's application requires a decision on whether the landlord is entitled to a Monetary Order for the claimed damages and recovery of the filing fee for this proceeding.

The tenants' application requires a decision on whether they are entitled to a Monetary Order for return of the security deposit in double and recovery of the filing fee for this proceeding.

Background and Evidence

This tenancy began on September 1, 2008 and ended on August 31, 2009. Rent was \$1,500 per month and the landlord holds a security deposit of \$750 paid on September 1, 2008.

During the hearing, the landlord gave evidence that the tenants had a satellite dish installed on the rental unit without his consent and the tenants vacated leaving two nickel sized holes in the vinyl siding.

The landlord claims \$5,000 for diminished value of the home. The landlord was unable to find an installer able to replace the damaged siding, and has since sold the rental building.

The tenant gave evidence that he had left his business card with the landlord at the end of the tenancy and had followed up with a phone call to a couple of weeks after the tenancy ended to enquire about his security deposit. At the time, the landlord stated the deposit would be returned when the damage to the wall was remedied.

The landlord stated that he did not receive the tenant's residence address until the Notice of Hearing package was served on him.

Analysis

As to the tenants' claim to return of the security deposit in double, I find that leaving a business card with the tenant's business address does not constitute leaving a proper forwarding address. I find, therefore, that the tenants are not entitled to return of the security deposit in double under section 38(6) of the *Act*. I find, however, that the tenant's are entitled to return of the bare deposit plus interest.

As to the landlord's claim for devaluation of the property due to the installation of the satellite dish, I find the \$5,000 to be a gross exaggeration of any loss of value to the property or remediation of the problem. The property has sold and the landlord has provided no evidence that the selling price was diminished by the two holes.

However, I find that the tenants did breach their obligation to leave the rental building in the condition it was in when they took occupancy. In the absence of professional estimates as to the cost of repair, I find that, including labour and materials, the cost would have been in the order of \$250 and I credit the landlord with that amount.

I further find that both parties should remain responsible for their own filing fees and that accounts balance as follows:

To return security deposit, landlord owes tenant	\$750.00
Interest on security deposit	3.75
Subtotal owed to tenant	\$753.75
Less amount owed by tenant to landlord	- 250.00
TOTAL owed by landlord to tenants	\$503.75

.

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for **\$503.75**, for service on the landlord.

As I have found that the landlord is in possession of the tenants' forwarding address as of this hearing, if this amount is not paid to the tenants within 15 days of receipt of this decision, the tenants are at liberty to make application for the amount owed in double.

February 5, 2009