

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on March 17, 2010 and therefore is deemed served 5 days later even if the respondent refuses to accept it, however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order totalling \$2496.00, comprised of the \$800.00 security deposit doubled for a total of \$1600.00, \$28.00 compensation for purchase of tarps, and \$800.00 compensation for loss of use of the rental unit. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for the dispute resolution application

Background and Evidence

The applicant testified that:

- The tenancy ended on December 1, 2009, and he sent the landlord a forwarding address by e-mail on December 2, 2009, and therefore since the landlord did not return the security deposit within the time limits set out in the Residential Tenancy Act he wants to be paid double the security deposit.
- The landlord also failed to respond to his request for roof repairs and as a result he had to pay \$28.00 for tarps to cover the roof, to attempt to stop the extensive leaking, and he lost the use of three bedrooms and the computer area for approximately 2 months and therefore he is requesting a refund of one quarter of the rent for those two months for a total of \$800.00.

Analysis

It is my decision that the tenant has not met the burden of proving that the landlord has been properly served with a forwarding address in writing. The tenant testified that he served the notice by e-mail, however e-mail is not a method of service that is recognized under the Residential Tenancy Act.

There is no requirement for landlord to return the security deposit until he receives a forwarding address in writing, and since the tenant has not met the burden of proving that the landlord has received a forwarding address in writing, the landlord is not obliged to return the security deposit. Therefore I will not be ordering that the security deposit be returned double at this time.

The tenant must first serve the landlord with a forwarding address in writing by1 of the methods that is recognized under the Residential Tenancy Act. Then once the 15 day time period has elapsed, if the security deposit has not been returned, he can apply again for return of double the security deposit.

I will allow the tenants claim for tarps, because although the tenant has supplied no invoices to show that he has paid for tarps, I accept his testimony and will allow this \$28.00 claim.

I also allow the tenants claim for loss of use at the rental property due to the leaking roof. I accept the applicant's testimony that he had a substantial loss of use of the property and it is my decision that a 25% reduction in rent for two months for a total of \$800.00 is reasonable.

I also order that the respondent bear the \$50.00 cost of the filing fee that was paid for dispute resolution.

Conclusion

I order that the respondent pay \$878.00 to the applicants and I dismissed with leave to reapply, the claim for return of double the security deposit.

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: July 09, 2010.

Dispute Resolution Officer