



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order. Despite having been served with the application for dispute resolution and notice of hearing by registered mail, the landlords did not participate in the hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The undisputed facts before me are as follows. The tenancy began on March 1, 2010 and ended on October 1, 2010. At the outset of the tenancy the landlord collected a security deposit of \$2,000.00. At the end of the tenancy, the landlord returned just \$1,750.00 of the deposit. Although in her written application she claimed to have given the landlord her new address on October 25, 2010, at the hearing she testified that she did not provide the landlord with her forwarding address prior to having filed her claim for the return of the security deposit.

The tenant testified that she paid \$2,500.00 per month in rent, \$100.00 of which was for wireless internet, cable television and telephone. The tenant stated that for 2-3 months, none of those services were available to her. The tenant seeks to recover \$100.00 for the loss of those services.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address in writing. While the tenant put her address on the application for dispute resolution, I

find that the landlord could have been misled to believe that because a claim had already been filed, the period in which to file a claim had already expired. I direct the tenant to provide the landlord with her forwarding address in writing and specifically request the return of the \$250.00 which the landlord failed to return. If the landlord does not return the deposit within 15 days of the time he is deemed to have received the forwarding address, the tenant is at liberty to reapply for the return of the withheld portion of the deposit as well as the penalty which is provided for under section 38 of the Act.

I accept that the tenant paid for services which she did not receive and I award her \$100.00. I further find that the tenant is entitled to recover the \$50.00 filing fee paid to bring her application and I award her a further \$50.00.

Conclusion

The tenant's claim for the return of double the unreturned portion of her security deposit is dismissed with leave to reapply. The tenant is awarded \$150.00 for her claim for services not received and the filing fee.

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: April 14, 2011

Residential Tenancy Branch