



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**DISPUTE CODES** MNSD, FF

### **INTRODUCTION**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for orders as follows:

1. Monetary order; and
2. An Order for the return of pet damage or security deposit pursuant to Section 38\

I accept that the landlord was properly deemed served with the Application for Dispute Resolution hearing package by way of registered mail.

The landlord did not attend. The tenant was given a full opportunity to be heard, to present evidence and to make submissions. On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

### **BACKGROUND AND EVIDENCE**

The tenant testified that he vacated the premises on December 31, 2010. The tenant testified that he provided his forwarding address to the landlord but, to date his deposit has not been returned to him.

Further the tenant says he is claiming the cost of the air conditioning unit he installed in the rental unit. The tenant says he was encouraged by the landlord to install the unit and the maintenance man did the installation but the landlord has refused to pay him for the unit. The tenant submitted a receipt from Sears in the sum of \$259.99 for the air conditioner delivered on April 2, 2009.

The landlord acknowledges receiving the tenant's forwarding address but says the tenant vacated on September 30, 2009. The landlord submitted a rental agreement showing this tenancy began August 1, 2009 and the tenant paid a security deposit of \$300.00 on that date. The landlord agrees he did not return the tenant's deposit because he didn't know he needed to do so and because the tenant installed an air conditioning unit in the rental unit which installation caused damage to the rental unit. The landlord says the tenant never had permission to install such a unit nor did the landlord's maintenance people perform the installation.

## FINDINGS

Section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address writing, to either return the deposit or file an Application for Dispute Resolution seeking an Order allowing the landlord to retain the deposit if the landlord believes there is cause.

If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the deposit (section 38(6)). If the tenant does not supply his forwarding address in writing within a year, the landlord may retain the deposit.

I find that the landlord has not returned the security deposit within 15 days of receipt of the tenant's forwarding address. The tenant is therefore entitled to a monetary order in amounting to double the deposit with interest calculated on the original amount only.

With respect to the air conditioning unit I find that the tenant has failed to bring sufficient evidence to show that he had permission to install the unit and that there was any agreement that the landlord would pay for the unit at move-out.

Total monetary award payable by the landlord to the tenant:

Security Deposit paid on August 1, 2008	\$300.00
Interest on original amount paid from date security deposit paid to date of this order	1.88
<b>TOTAL MONETARY AWARD</b>	<b>\$601.88</b>

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: October 27, 2011.

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Residential Tenancy Branch