



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD FF O

### Introduction

This hearing dealt with an application by the tenants for return of their security deposit and further monetary compensation.

The hearing first convened on January 24, 2012. The landlord and the tenants participated in the teleconference hearing on that date. The landlord provided some information regarding return of the security deposit, and then I adjourned the hearing to allow the tenants to re-serve the landlord with their evidence.

The hearing reconvened on February 16, 2012. On that date, only the tenants participated in the teleconference hearing.

On February 22, 2012 the Residential Tenancy Branch received late evidence from the landlord. I did not admit or consider that evidence.

### Issue(s) to be Decided

Are the tenants entitled to recovery of the security deposit?

Are the tenants entitled to further monetary compensation as claimed?

### Background and Evidence

The tenancy began on July 31 or August 1, 2011, with monthly rent in the amount of \$750. The tenants paid the landlord a security deposit of \$375. The tenancy ended on September 4, 2011.

### *Tenants' Evidence*

The monthly rent was to include cable and wifi. When the tenants moved into the unit, there was no cable or wifi, so the tenants paid \$71.50 to have cable and wifi in their unit. Approximately three weeks after the tenancy began, a city inspector informed the tenants that the rental unit was an illegal suite and they were not allowed to have a stove. The rental unit therefore became unliveable, and the tenants had to move.

The tenants have claimed the following monetary amounts:

- 1) Return of the \$375 security deposit
- 2) \$71.50 for cable and wifi – the tenants submitted a letter from the landlord dated September 2, 2011, in which the landlord stated that she would have deducted the amount of cable and wifi from the rent.
- 3) \$580 for the tenants' moving costs – the tenants submitted a handwritten receipt from "Safe and Sound" dated July 31, 2011 for the amount of \$580.
- 4) \$47 for Canada Post mail redirection service – the tenants submitted a receipt dated July 30, 2011.

### *Landlord's Response*

The landlord only attended the hearing on January 24, 2012. On that date the landlord stated that on September 9, 2011 she had sent the tenants' security deposit by registered mail to the forwarding address they provided, but in November 2011 the cheque was returned. The landlord provided copies of the cheque, the envelope and Canada Post tracking information to support her testimony.

### Analysis

In regard to the security deposit, I find that the landlord complied with the Act by attempting to return the security deposit within 15 days of the end of the tenancy. Therefore, while the tenants are entitled to recovery of the base amount of the security deposit, they are not entitled to double recovery of the deposit.

In regard to the remainder of the tenants' application, I find as follows.

The landlord acknowledged in her letter of September 2, 2011 that she would have reimbursed the tenants for the cable and internet costs, and I therefore grant the tenants that amount.

I accept the evidence of the tenants that the rental unit would not have been fit for occupation without a stove, and the tenants were forced to move. However, the receipts that the tenants provided to prove their moving and mail redirection costs are clearly for costs the tenants incurred moving into the unit, not when they moved out. As the tenants have not provided proof the costs they incurred by moving out, I therefore find that the tenants are not entitled to the amounts claimed for moving and mail redirection at move-out.

As the tenants were only partially successful in their application, I find they are not entitled to recovery of the cost of their filing fee.

### Conclusion

I grant the tenants an order under section 67 for the balance due of \$446.50. If the landlord has already satisfied this amount, the order becomes of no force or effect.

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 24, 2012.

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Residential Tenancy Branch