



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, RPP, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants have made application requesting a monetary Order for return of double the security deposit, return of personal property and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent on April 11, 2012, to the landlord via registered mail at the address noted on the Application. The landlord lives above the rental unit address and had given the same address to be used for service. A Canada Post tracking number and receipt was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the landlord did not appear at the hearing.

Issue(s) to be Decided

Are the tenants entitled to return of double the \$550.00 deposit paid?

Should the landlord be Ordered to return personal property to the tenants?

Are the tenants entitled to filing fee costs?

Background and Evidence

The tenancy commenced in February 2010; the tenants paid a deposit in the sum of \$550.00. No move-in or move-out condition inspection reports were completed.

The tenants vacated the rental unit on February 29, 2012.

The tenants provided a registered mail receipt and tracking number as evidence of service of a March 7, 2012, letter to the landlord, mailed on that date, providing the landlord with the tenant's forwarding address. A copy of the letter was submitted as evidence.

On March 18, 2012, the landlord sent the tenants a letter indicating he would not return the deposit. This letter was sent to the address provided by the tenants. A copy of the letter was submitted as evidence.

The tenants lent the landlord a wireless router valued at \$100.00; the landlord's letter referenced this item. The landlord has refused to return the router. The tenants are requesting an order that the landlord return the property.

Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The amount of deposit owed to a tenant is also contingent on any dispute related to damages and the completion of move-in and move-out condition inspections. In this case there is no dispute related to damages.

I have no evidence before me that a move-in condition inspection or move-out condition inspection was completed as required by the Act. Further, I have no evidence that that landlord has repaid the deposit as requested in writing by the tenants in their March 7, 2012, letter, which the landlord has received. The landlord used the forwarding address when he wrote the tenants a letter indicating he would not return the deposit.

Therefore, as the landlord has received the tenant's written forwarding address effective the 5th day after mailing; March 12, 2012, and has not returned the deposit, I find that the tenants are entitled to return of double the \$550.00 deposit paid to the landlord.

I find that the matter related to the wireless router does not fall within the jurisdiction of the Act; this is a matter between the parties that was not contained within the tenancy agreement.

I find that the tenant's application has merit, and I find that the tenants are entitled to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Conclusion

I find that the tenants have established a monetary claim, in the amount of \$1,150.00, which is comprised of double the \$550.00 deposit and \$50.00 in compensation for the filing fee paid by the tenants for this Application for Dispute Resolution.

Based on these determinations I grant the tenants a monetary Order for \$1,150.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims 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: April 26, 2012.

Residential Tenancy Branch