



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for monetary compensation and an order to retain the security deposit in compensation of the monetary claim. The tenant applied for recovery of the security deposit and further monetary compensation. Both the landlord and the tenant participated in the teleconference hearing.

The landlord confirmed that she had received the tenant's application and evidence.

The tenant stated that he had not received the landlord's application or evidence. The landlord provided evidence to confirm that she had sent the tenant her application and evidence by registered mail to the tenant's address, but the tenant did not accept the package. The tenant then responded that the landlord had called the tenant and said that she had mistakenly sent the wrong documents to him and she asked him not to pick them up, so he did not. The landlord denied having any such discussion with the tenant. I found the landlord's version of events more credible and likely than that of the tenant regarding service of the landlord's application and evidence, and I held that the tenant was deemed served with the landlord's application and evidence. I described the landlord's application and evidence to the tenant, and heard testimony from the landlord and the tenant regarding both applications.

I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to double recovery of the security deposit?

Is the tenant entitled to further monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2006. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$600. The tenancy ended on February 29, 2012. On March 15, 2012 landlord applied for monetary compensation and to keep the security deposit.

Landlord's Application

The landlord's evidence on her application was as follows. The tenant did not give written notice to move out. On February 29, 2012 the landlord met with the tenant at the rental unit to conduct a move-out inspection. The tenant wanted his security deposit back right there on the spot. The landlord told the tenant that because he did not give written notice to vacate and the landlord was not certain whether the tenant would actually move out, she could not take steps to re-rent the unit and the tenant owed her rent. The tenant grabbed all the keys and fobs and stormed out of the unit without providing a forwarding address.

The landlord has claimed \$120 for replacement of two fobs; \$54.87 to change the apartment door lock; \$11.76 for the mailbox lock; and \$5.60 for key copying. The landlord did not have any documentation to establish how many keys or fobs were issued to the tenant.

The tenant's response to the landlord's application was as follows. The tenant only received one fob from the landlord at the outset of the tenancy. The tenant gave the landlord two months' written notice that he was moving out. The tenant left all of the keys and fobs on the counter top.

Tenant's Application

The tenant's evidence on his application was as follows. On March 4, 2012 the tenant left his written forwarding address in the landlord's mailbox. The tenant did not have an opportunity to retrieve two chairs and a wi-fi unit from the rental unit. The tenant has claimed \$500 for the two chairs and \$110 for the wi-fi. The two chairs were approximately four years old, and the tenant paid approximately \$100 for each chair. The wi-fi was brand new, and the tenant paid \$110 for it. The tenant did not submit any receipts or other evidence to establish the value of the chairs and wi-fi.

The landlord's response to the tenant's application was as follows. The tenant emailed the landlord on March 6, 2012 and stated in his email that he had left his written

forwarding address in the landlord's mailbox; however, the landlord did not find this document in her mailbox or anywhere else. The tenant left behind one very old chair in the rental unit. The landlord is still holding the chair, and the tenant can have it.

Analysis

Upon consideration of the evidence, I find as follows.

Landlord's Application

On a balance of probabilities, I find it likely that the tenant did not leave the keys and fobs in the rental unit. I do not find it likely that the landlord would incur unnecessary costs to replace keys and fobs if they were returned. However, the landlord did not provide sufficient evidence to establish that the tenant was issued two fobs. I therefore reduce the landlord's claim by \$60, or half the cost claimed for two fobs. The landlord is entitled to \$132.23.

Tenant's Application

The tenant did not provide sufficient evidence to establish that he provided his forwarding address in writing as he claimed. The landlord received a forwarding address via email on March 6, 2012, and she applied to keep the security deposit on March 15, 2012. The tenant is therefore not entitled to double recovery of the security deposit. The landlord continues to hold the base amount of the security deposit and any applicable interest in trust, and I will address that amount in the conclusion of this decision.

The tenant did not provide any supporting evidence to establish the value of the two chairs or wi-fi that he stated he could not recover from the rental unit. I therefore find that the tenant is not entitled to these amounts.

Filing Fees

As neither the landlord nor the tenant was fully successful in their application, I decline to award recovery of their respective filing fees to either party.

Conclusion

The landlord is entitled to \$132.23. The remainder of the landlord's application is dismissed.

The security deposit and applicable interest total \$619.96. The tenant is entitled to recovery of this amount, less the amount of the landlord's monetary award. The remainder of the tenant's application is dismissed.

I order that the landlord retain \$132.23 from the security deposit in full satisfaction of the claim and I grant the tenant an order under section 67 for the balance due of \$487.73. This order may be filed in the 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: June 1, 2012.

Residential Tenancy Branch