



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD MND MNR MNDC FF

### Introduction

This hearing dealt with application by the tenant and the landlord. The tenant applied for double recovery of the security deposit. The landlord applied for monetary compensation. The tenant, an advocate for the tenant and the landlord participated in the teleconference hearing.

The landlord confirmed that he received the tenant's application and evidence. The tenant believed that the landlord's hearing package was sent by registered mail to the address that the tenant provided, but she was unable to pick up the package. The tenant understood that she was deemed served with the landlord's application. I proceeded to hear testimony from the tenant and the landlord on both applications.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?  
Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on June 15, 2010, with monthly rent in the amount of \$800. The tenant paid a security deposit of \$400 at the outset of the tenancy. The tenancy ended on September 4 or 5, 2012. The landlord received the tenant's written forwarding address by registered mail on October 9, 2012. The landlord did not return the security deposit, and there was no written agreement that the landlord could keep the security deposit. The landlord made his application for monetary compensation on November 14, 2012.

### *Tenant's Evidence*

The tenant stated that when she was moving out on September 4, 2012, the landlord shoved his crotch area between the tenant's legs. The tenant was very upset, and she called the police. She did not return to the rental unit because she was in fear of the landlord.

The tenant stated that the landlord's agent put the holes in the walls. The tenant also stated that they left no food in the fridge, and the rental unit was not dirty. The tenant acknowledged leaving behind one armchair and a TV.

### *Landlord's Evidence*

The landlord stated that the tenants failed to pay \$540 of the rent for August 2012, and they did not pay any rent for September 2012. The tenants left without notice on September 5, 2012, and they did not return the keys. They left the apartment in a very bad condition, with a mattress, sofa chair, TV, food in the fridge and dirty clothes all over the apartment. The interior walls were very dirty and there were holes. The landlord claimed \$940 in unpaid rent; \$900 for painting, repairs and changing locks; and \$250 for cleaning and disposal of furniture. In support of his application, the landlord submitted a copy of a cheque for \$900 made out to the party who carried out painting and repairs.

The landlord denied attempting to sexually assault the tenant. The landlord stated that the tenant was always calling the police without cause.

### Analysis

#### *Security Deposit*

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

In this case, the tenancy ended on September 4 or 5, 2012, and the landlord acknowledged receiving the forwarding address in writing on October 9, 2012. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I

therefore find that the tenant is entitled to double recovery of the security deposit, in the amount of \$800.

*Landlord's Claim*

I accept the landlord's evidence that the tenant failed to pay \$540 of the rent for August 2012 and they vacated without notice and without paying September's rent. I find the landlord is entitled to \$940 in unpaid rent and lost revenue.

I find that the landlord did not provide sufficient evidence, such as photographs or detailed accounting of the work done, to support the remainder of his claim. I therefore dismiss this portion of the landlord's claim.

As the landlord's claim was only partly successful, I find he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The tenant is entitled to \$800. The landlord is entitled to \$940.

I grant the landlord an order under section 67 for the balance due of \$140. 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: December 21, 2012.

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Residential Tenancy Branch