



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, RPP

### Introduction

This hearing dealt with an application by the tenant for a monetary order and orders compelling the landlord to return his security deposit and his personal property. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the tenant entitled to a monetary order as claimed?  
Should the landlord be ordered to return the tenant's personal property?

### Background and Evidence

The parties agreed that at the outset of the tenancy, the tenant paid a \$190.00 security deposit and that the tenancy ended on November 1, 2012. They further agreed that at the end of the tenancy, the tenant left a vacuum cleaner and bedding at the residential property and that at some point in November, the tenant provided his forwarding address in writing to the landlord. The tenant thought that he gave the address approximately 1 week after he vacated the unit while the landlord believed it was given several weeks later.

The tenant is seeking the value of the vacuum and bedding as well as the return of his security deposit and an order that the landlord return the items left in the rental unit. At the hearing, the landlord indicated that he has both the vacuum cleaner and the bedding and is willing to give those back to the tenant.

### Analysis

First addressing the issue of the vacuum and bedding, early in the hearing, the parties agreed on a time later that day to meet. However, later in the hearing, the tenant indicated that he would not retrieve the items unless the landlord also returned his

security deposit at the same time. The landlord indicated that he was reluctant to return the deposit as he intends to file a claim against the tenant.

As the landlord is willing to return those items to the tenant, I direct the tenant to attend at the rental unit at a mutually agreeable time to retrieve those items. The tenant should not make his attendance to retrieve the items conditional on whether the landlord also returns the security deposit. I dismiss with leave to reapply the claim for the value of the items. If the landlord is unwilling to give the tenant the vacuum and bedding and the tenant has made reasonable efforts to attend at the unit to retrieve the items, the tenant may file another claim for the value of the items.

Ordinarily, when a landlord has failed to either return a security deposit or file a claim against it within 15 days of the later of the end of the tenancy and the date he receives the forwarding address in writing, the tenant is entitled to an award of double his security deposit. However, in this case, the tenant could not prove that the landlord receive his forwarding address in writing at least 15 days prior to the time he made his claim for its return and I therefore find that the tenant has not proven an entitlement to an award of double the deposit.

The landlord indicated that he intends to make a claim against the deposit. The landlord is free to file a monetary claim against the tenant, but I find it appropriate to award the tenant the deposit given the circumstances. I award the tenant \$190.00 and enclose a formal order herewith. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The tenant is awarded \$190.00. The tenant is directed to arrange a time to retrieve his personal belongings.

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: March 08, 2013

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Residential Tenancy Branch

