



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 an application by the tenant for a monetary order for the return of double the security deposit, compensation for the cost of internet and cable and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on May 03, 2013. The tenant filed a receipt with a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to a monetary order for double the security deposit, cost of utilities and the filing fee?

Background and Evidence

The tenancy began on January 15, 2011 and ended on May 15, 2013. The monthly rent was \$1,900.00. Prior to moving in, the tenant paid a security deposit of \$1,000.00.

The tenant testified that he provided the landlord with his forwarding address by email on April 01, 2013. The tenant filed a copy of the landlord's reply to this email in which the landlord describes damage to the rental unit and costs incurred to repair and restore the unit.

The tenant filed a copy of the tenancy agreement. The cable vision and internet are checked off as included in the rent but have a note beside the check marks, stating that this arrangement will be confirmed by the landlord. The tenant stated that the landlord verbally confirmed that these services were included in the rent, but did not pay for them through the entire term of the tenancy.

The tenant stated that during the tenancy, he did not approach the landlord regarding the provision of these services, for fear of jeopardising his relationship with the landlord. In the email mentioned above, to the tenant, the landlord states that the tenant chose a different provider and different services and therefore was responsible for the cost of these services.

The tenant testified that he did not receive his deposit within a month of providing the landlord with his forwarding address and therefore applied for the return of double the security deposit, in the amount of \$2,000.00.

The tenant has also applied for \$1,799.20 for the cost of cable and internet and for \$50.00 for the recovery of the filing fee.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$1,000.00 and is obligated under section 38 to return double this amount (\$2,000.00) plus interest on the base deposit (\$0.00).

Based on the tenant's testimony and the documentary evidence filed by the tenant, I find that there was no confirmed arrangement between the parties regarding the provision of these services to the tenant, by the landlord. In addition, the tenant paid for these services for the entire term of the tenancy which is in excess of two years and did not request the landlord for reimbursement. Therefore I find that the tenant has not proven his claim for the cost of these services.

Since the tenant has proven most of his claim, he is also entitled to the recovery of the filing fee (\$50.00). I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$2,050.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order for **\$2,050.00**.

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: July 23, 2013

Residential Tenancy Branch

