



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and an agent for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for return of double the amount of the security deposit and for compensation for damages or losses, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began in October 2012 as a month to month tenancy for a monthly rent of \$700.00 due on the 1st of each month with a security deposit of \$375.00 paid. The tenancy ended by the end of November 2013.

The parties also agree that the tenant provided the landlord with her forwarding address when she served him with her Application for Dispute Resolution on or about December 4, 2013. The tenant seeks return of double the deposit.

The tenant also seeks compensation in the amount of \$1,000.00 for moving costs. The tenant submits a cost of \$600.00 for a moving truck and gas and \$400.00 to pay friends to move her. The tenant provided no documentary evidence confirming that she paid these amounts to anyone.

The tenant seeks this amount for being "wrongfully evicted" from the rental unit. The landlord had issued the tenant a 1 Month Notice to End Tenancy for Cause on October 28, 2013 with an effective vacancy date of November 30, 2013. While the tenant did dispute the Notice she moved out prior to the hearing that was scheduled to hear her Application for Dispute Resolution and she withdrew her Application at the hearing on December 2, 2013.

The tenant submits that despite issuing the Notice to End Tenancy it was the landlord who was disturbing the tenant throughout the entire tenancy and as such she should not have been evicted. The tenant seeks the costs for moving as compensation for this wrongful eviction. The landlord disputes the landlord ever harassed the tenant.

The tenant also submits that the landlord or someone acting on behalf of the landlord slashed the tires on her vehicle and as a result she had to have her tires and shocks repaired at a cost of \$500.00. The tenant provide no evidence to confirm the landlord slashed her tires or that she paid any money to anyone for any repairs to her vehicle and/or tires. The landlord disputes that he slashed the tenant's tires.

The tenant submits that she left a number of items behind, including a stereo (\$260.00); free weights (\$100.00) and; household items (\$200.00). The tenant provided no evidence of leaving these items behind. Despite testifying that she had to replace these items when she moved she provided no receipts for any such purchases. The landlord disputes that the tenant left any items behind.

Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit. Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

Based on the testimony of both parties I find the landlord received the tenant's forwarding address on December 4, 2013. As the landlord has provided no evidence that there was any intention to retain the deposit I find it reasonable that the landlord did not file an Application for Dispute Resolution seeking to claim against the deposit.

Since at the time the tenant filed her Application she had not provided the landlord with her forwarding address I find the landlord was not obligated to return the deposit within 15 days until a decision was made in this hearing. As there is no evidence before me that the landlord should retain the deposit I order the landlord to return to the deposit.

However, as the tenant had not provided her address to the landlord prior to serving him with this Application I find the landlord is not required to double the amount of the security that is to be returned. I dismiss that portion of the tenant's Application.

As the tenant failed to follow through with her Application to dispute the 1 Month Notice to End the Tenancy for Cause I find the tenant accepted that the landlord had cause to end the tenancy and as such she is not entitled to any moving costs associated with the Notice that was effective November 30, 2013. I dismiss this portion of the tenant's Application.

In addition, as the tenant failed to provide any evidence that the landlord or anyone acting on his behalf slashed her tires or documentary evidence such as receipts that she had any expenses related to the slashing of her tires I find the tenant has failed to establish the landlord caused this damage. I therefore dismiss this portion of the tenant's Application.

As to the tenant's claim that she left belongings behind that the landlord has failed to return to her and in light of the landlord's testimony that she didn't leave any items behind I find the tenant has provided no evidence that any items were left behind or that she has suffered a financial loss to replace any items. As such, I dismiss this portion of the tenant's Application.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$375.00** comprised of her security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: February 04, 2014

Residential Tenancy Branch

