



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This is an application for a monetary Order for \$310.00, and a request for return of the security deposit.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issues are whether or not the applicant has established a monetary order for \$310.00 for lost cable service, and whether or not to order the return of the full security deposit.

### Background and Evidence

This tenancy began on August 1, 2011 and at that time the tenant paid a combined security/key deposit of \$330.00.

Cable-television was included in the rent at the start of the tenancy.

During the tenancy due to issues that the landlord appeared to be having with the cable company, Cablevision was lost for a five-month period.

The tenant requested compensation from the landlord for the loss of cable, and as a result the landlord returned \$180.00 to the tenant from his last month's rent.

The landlord however subsequently did deduct \$180.00 from the tenants security deposit and only returned \$150.00, claiming that she had felt pressured into returning the \$180.00 to the tenant for lost cable.

The landlord does not believe that she should have to return this money, as it was the cable company causing the problem and she was unable to supply cable to the tenant.

The tenant is now asking for the return of the remaining \$180.00 of his security deposit, and is now asking for an award of \$310.00 for lost cable.

### Analysis

It is my finding that the parties came to an agreement for compensation in the amount of \$180.00 for lost cable service for a period of approximately 5 months and since it's reasonable that the tenant be compensated for loss service it is my decision that both sides are bound by that agreement, and I will not allow the tenants request for compensation in the amount of \$310.00 for loss service.

The landlord therefore did not have the right to deduct any money from the security deposit.

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant **double the amount of security deposit**.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on March 31, 2014, and the landlord has admitted that she had a forwarding address in writing by March 31, 2014, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenant has not applied for double the security deposit, I am required to order that the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$330.00, and therefore the landlord must pay \$660.00 to the tenant, minus the \$150.00 that has already been paid, for balance of \$510.00.

I also allow the tenants request for recovery of the \$50.00 filing fee

### Conclusion

Pursuant to Sections 38, 67, and 72 of the Residential Tenancy Act I've issued an order for the respondent to pay \$560.00 to the applicant.

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 28, 2014

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Residential Tenancy Branch

