



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for return of all or part of the pet damage deposit or security deposit; and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Tenant's Application for Dispute Resolution, evidentiary material and notice of hearing documents by registered mail on July 23, 2014, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the tenant. The tenant testified that the documents were served on that date and in that manner and that the documents were returned to the tenant marked, "Unclaimed." The tenant has provided a copy of the returned envelope addressed to the landlord showing a stamp by Canada Post, a tracking number and a stamp showing that the envelope was unclaimed by the landlord. The *Act* states that documents served in that manner are deemed to have been served 5 days later, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and more specifically for return of a laundry deposit?
- Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on February 1, 2014 and ended on June 29, 2014. Rent in the amount of \$400.00 per month was payable on the 1st day of each month and there are no rental arrears.

On February 8, 2014 the tenant paid to the landlord a security deposit in the amount of \$250.00. A copy of the receipt has been provided. The tenant further testified that the landlord required a \$100.00 deposit for laundry facilities, and has provided a copy of a receipt for that payment.

The parties had been in contact by way of text messages after the tenancy had ended and copies have been provided. The tenant sent a message on June 29, 2014 which requests the return of the security deposit and provides a forwarding address. The landlord responded by text message the same day acknowledging receipt. The tenant again gave the landlord a forwarding address by text message on July 8, 2014 and again the landlord responded the same day saying it would arrive by registered mail. In both cases, the landlord had asked by way of text message for the tenant's forwarding address.

The landlord has not returned any portion of either of the deposit, and the tenant claims double the amount of the security deposit, or \$500.00, return of the laundry deposit of \$100.00 and recovery of the \$50.00 filing fee.

Analysis

I have reviewed the strings of text messages provided by the tenant and I am satisfied that the landlord received the tenant's forwarding address in writing on June 29, 2014. I also find that the tenancy ended on the 30th day of each month, given that rent is payable on the 1st day of each month. The *Residential Tenancy Act* provides 15 days from the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, whichever is later, to return a security deposit or pet damage deposit in full or file a claim against them. If the landlord fails to do so, the landlord is required to repay the tenant double the amount. I find that the tenant has established a claim for double the amount of the security deposit, or \$500.00.

The *Act* also prohibits a landlord from collecting laundry deposits, and I order the landlord to return it to the tenant.

Since the tenant has been successful with the claim, the tenant is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$650.00.

This order is final and binding and may be enforced.

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: January 16, 2015

Residential Tenancy Branch

