



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, RPP, FF

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for a monetary order for a return of her security deposit, an order requiring the landlord to return the tenant's personal possessions, and for recovery of the filing fee paid for this application.

The tenant and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, the tenant confirmed that she had not sent her documentary evidence to the landlord. I have therefore not considered the tenant's documentary evidence for her failure to serve the respondent/landlord, as required by the Dispute Resolution Rules of Procedure (Rules). The tenant did not dispute receiving the landlord's evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Rules; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of double her security deposit, the value of or a return of her personal property, and to recovery of the filing fee paid for this application?

### Background and Evidence

The tenant submitted evidence that this tenancy began on October 1, 2014, ended on October 1, 2014, and that she paid a security deposit of \$575.00 in August 2013. The landlord submitted that the tenancy ended on October 2, 2014.

The tenant further submitted that she and the landlord established that email and text message would be the preferred method of communication between the parties.

The tenant submitted that she provided her forwarding address to the landlord on October 3, 2014, by email and that despite a request, the landlord has failed to return her security deposit.

The tenant submitted that there was no move-in inspection or a condition inspection report.

The tenant submitted further that the landlord kept her portable dishwasher for the subsequent tenant's use, after agreeing to pay \$80.00 for the appliance, and that the landlord has neither returned the dishwasher nor paid the \$80.00.

The tenant's monetary claim is \$1230.00, comprised of her security deposit of \$575.00, doubled, and the agreed upon price of the dishwasher of \$80.00.

#### *Landlord's response to the tenant's application-*

The landlord agreed that the parties communicated by email and that he received the tenant's forwarding address in the October 3, 2014, email from the tenant. The landlord confirmed further he did agree to pay \$80.00 for the tenant's dishwasher, but that he now had the dishwasher in storage when he learned of the damage to the carpet in the rental unit.

The landlord stated that he filed his own application for dispute resolution on March 23, 2015, and that hearing is set for September 2015.

### Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the deposit within 15 days of the later of receiving the tenant's forwarding address in

writing. Section 38(6) of the *Act* states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of her security deposit.

In the case before me, the tenant communicated her forwarding address in an email transmission. I accept that this method of communication was the preferred method of communication between the parties, as demonstrated by the tenant's evidence and the landlord's confirmation.

Although the *Act* does not recognize email transmission as an acceptable method of delivery of documents, I order that the delivery of the tenant's forwarding address through her October 3, 2014, email to the landlord, with the landlord's confirmation at the hearing, sufficiently served, pursuant to section 71 of the *Act*.

I accept and find that this tenancy had ended by October 2, 2014, that the landlord received the tenant's forwarding address on October 3, 2014, and that the landlord did file an application to retain the tenant's security deposit or return the security deposit within 15 days of October 3, 2014.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double her security deposit of \$575.00.

As to the tenant's claim for \$80.00 for the dishwasher kept by the landlord, the undisputed evidence of both parties shows that the landlord did agree to pay this amount and has not done so. I therefore approve the tenant's monetary claim of \$80.00.

Pursuant to section 72(1) of the *Act*, I also order that the landlord pay the tenant her filing fee for this application in the amount of \$50.

Due to the above, I find the tenant is entitled to a total monetary award of \$1280.00, comprised of her security deposit of \$575.00, doubled to \$1150.00, the value of the tenant's dishwasher of \$80.00, and the filing fee of \$50.

I therefore grant the tenant a final, legally binding monetary order pursuant to section 67 of the *Act* for the amount of her monetary award of \$1280.00, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia

(Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are subject to recovery from the landlord.

Conclusion

The tenant's application for monetary compensation is granted.

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: April 7, 2015

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Residential Tenancy Branch

