



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit, for reimbursement of repairs done by the tenant, for mailing costs and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The only evidence filed by the tenant was the proof of having sent documents by registered mail to the landlord.

Issue to be Decided

Did the tenant provide the landlord with his forwarding address in writing? Did the landlord return the security deposit in a timely manner? Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the cost of repairs and to the recovery of the filing fee?

Background and Evidence

Both parties agreed to the following:

The tenancy started on March 03, 2013 and ended on August 31, 2015. The monthly rent at the end of the tenancy was \$1,650.00. At the start of the tenancy, the tenant paid a security deposit of \$750.00. On September 18, 2015, the tenant gave the landlord his forwarding address in writing in a letter sent by registered mail to the landlord.

The landlord stated that the unit was left in a damaged and dirty condition. After the tenant moved out, the parties discussed the cost of cleaning and repairs and while they agreed on some aspects, they were not able to come to an agreement to fully resolve their dispute.

The tenant stated that he had carried out some emergency repairs but failed to provide evidence to support his claim by way of receipts, messages between the parties or photographs.

The tenant is claiming the following:

1.	Replace curtain	\$49.00
2.	Repair toilet	\$62.60
3.	Repair refrigerator	\$105.00
4.	Mailing costs	\$22.89
5.	Double deposit	\$1,500.00
6.	Filing fee	\$50.00
	Total	\$1,789.49

Analysis

Emergency repairs - Section 33(3) of the *Residential Tenancy Act* addresses emergency repairs made by a tenant. This section states that a tenant may have emergency repairs made only when all of the following conditions are met:

- Emergency repairs are needed
- The tenant has made at least 2 attempts to contact the landlord
- Following those attempts, the tenant has given the landlord reasonable time to make the repairs.

The tenant has claimed for the cost of repairs and emergency repairs in items #1, 2 and 3 of the above table. Based on the testimony of the tenant and the lack of documentary evidence to support these claims, I find that based on section 33(3) the tenant has not proven his claim and accordingly it is dismissed.

The legislation does not permit me to award any litigation related costs other than the filing fee. Accordingly the tenant's claim for mailing costs is dismissed.

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.

In this case, the tenant gave the landlord his forwarding address by registered mail on September 18, 2015. The landlord agreed that she had received the forwarding address of the tenant.

I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the receipt of the 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.

Accordingly, the landlord must return \$1,500.00 to the tenant. Since the tenant has proven his case he is also entitled to the recovery of the filing fee of \$50.00.

Overall the tenant has established a claim of \$1,550.00. Accordingly, I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for this amount which represents double the security deposit plus the filing fee. This order may be filed in the Small Claims Court and enforced as an order of that Court.

In regards to the landlord's claims relating to loss that she may have suffered, I am not able to hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. The landlord is at liberty to file her own application for damages against the tenant.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,550.00**.

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: April 28, 2016

Residential Tenancy Branch