



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order 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 and the landlord attended the hearing and each gave affirmed testimony. The tenant also called one witness who gave affirmed testimony. The parties were given the opportunity to question each other respecting the testimony and evidentiary material provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

During the course of the hearing, the landlord spelled his given name, which differs somewhat from the spelling on the Tenant's Application for Dispute Resolution, and I amend the application accordingly. The frontal page of this Decision reflects that amended spelling.

Issue(s) to be Decided

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 tenancy began as a fixed term for a year on September 15, 2010 and reverted to a month-to-month tenancy which ultimately ended on October 2, 2016. Rent in the amount of \$1,000.00 per month was payable on the 15th day of each month and there are no rental arrears. No move-in or move-out condition inspection reports were completed at the beginning or end of the tenancy.

At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$500.00 and no pet damage deposit was collected. The rental unit is a basement suite and the landlord resided in the upper unit. A copy of the tenancy agreement has not been provided.

The parties completed a “walk-through” of the rental unit at the end of the tenancy during which time the landlord asked the tenant to do a few things, which he did and the landlord said that he would return the security deposit. However, the landlord then called the tenant and advised that the tenant would have to pay for carpet cleaning and for repair of 2 dents in the walls.

The tenant further testified that he sent a letter to the landlord which contained the tenant’s forwarding address and requesting return of the security deposit. A copy has been provided by the landlord and it is dated October 7, 2016. The tenant has not received the security deposit from the landlord and has not been served with an application for dispute resolution by the landlord claiming against the security deposit.

The tenant’s witness testified that she delivered the letter to the landlord that contained the tenant’s forwarding address. The letter was dated October 7, 2016 and the witness delivered it on October 13, 2016. The witness knocked on the door and no one answered so the witness attached it to the door handle with string.

The landlord testified that he received the tenant’s letter on October 13, 2016 and sent the tenant a cheque in the amount of \$500.00 to the address provided by the tenant, but it was returned undelivered. The envelope and all contents have been provided for this hearing which includes a cheque payable to the tenant in the amount of \$500.00. The envelope is stamped October 26, 2016 by Canada Post and has a sticker that says, “Return to Sender.” The addressee is the tenant with the address provided by the tenant in the October 7, 2016 letter. It is not the same address as contained in the Tenant’s Application for Dispute Resolution, but has one figure changed.

The landlord consents to the mail and the cheque being forwarded to the tenant.

Analysis

I don’t think there is any question by the parties that the landlord is required to return the security deposit to the tenant, and the tenant is entitled to a monetary order in the amount of \$500.00. I also find that the landlord returned the security deposit to the tenant within 15 days of receiving a forwarding address in writing from the tenant, as required by the *Residential Tenancy Act*. However, since the tenant provided an incorrect address to the landlord in writing, the tenant is not entitled to double.

Further, since the landlord has agreed to, and did act in good faith to return the security deposit within that 15 day period, I decline to order that the tenant recover the filing fee for the cost of this application.

With the consent of the parties, the unopened mail in the landlord's envelope, and the cheque payable to the tenant for return of the security deposit, are returned to the tenant directly from the Residential Tenancy Branch, and the evidence remaining on the Residential Tenancy Branch file will be the envelope provided by the landlord which was addressed to the tenant at the address provided by the tenant.

I hereby grant a monetary order in favour of the tenant as against the landlord in the amount of \$500.00, and I order that if the cheque does not clear the financial institution, the tenant will be at liberty to enforce the monetary order. If the cheque does clear the financial institution, the tenant may not enforce the monetary order.

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 \$500.00, and I order that if the cheque does not clear the financial institution, the tenant will be at liberty to enforce the monetary order. If the cheque does clear the financial institution, the tenant may not enforce the monetary order.

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: February 01, 2017

Residential Tenancy Branch