



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD, MNDC

### Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$4673.00 and requesting recovery of their \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The parties agree that this tenancy began on April 1, 2015, and that the tenants paid a security deposit of \$700.00, and a pet deposit of \$700.00 at the beginning of the tenancy.

The tenants testified that they moved out of the rental unit on July 15, 2016.

The applicants testified that the dryer in the rental unit stopped working on January 31, 2016, and gave off electrical burning smell.

The applicants further testified that they made several requests to the landlord to repair the dryer; however it was never repaired, and as a result they had to do their laundry at the laundromat, or at friends houses.

The applicants are therefore requesting that the landlord reimburse them for laundry costs as follows:

coin laundry costs	\$565.00
Laundry at one friends house	\$239.00
Laundry at another friends house	\$131.00
Total	\$935.00

The applicants further testified that on July 27, 2016 they sent registered mail to the landlord, with a copy of their forwarding address, requesting the return of their security/pet deposit, and yet the landlord has never returned their security deposit or pet deposit. They further stated that they have supplied a copy of the letter, and a copy of the registered mail receipt showing the tracking number. And that when they had the package tracked it states that the package was delivered.

The tenants are therefore requesting an order for return of double the security deposit and pet deposit, as the landlord did not return the deposits within the 15 day time limit required under the Residential Tenancy Act.

Therefore the total amount the tenants are claiming is as follows:

laundry costs	\$935.00
Double \$700.00 security deposit	\$1400.00
Double \$700 pet deposit	\$1400.00
Filing fee	\$100.00
Total	\$3835.00

The landlord testified that he does not believe that the dryer in the rental unit ever stop working. He further states that on two or three occasions, he went to check out the dryer and each time it was working fine.

The landlord further testified that, he thought the problem may be intermittent and therefore he planned to replace the dryer, and gave the tenant several times at which he could attend at the rental unit however the tenants were not cooperative in allowing access.

The landlord further testified that on the last time he tried to set up a time with the tenants to get access to the dryer, the tenants told him they would not be home; however when he went by the house he found that they were home and that the dryer was running, and steam was coming out of the dryer vent.

The landlord therefore states that he does not believe that the dryer did not work and does not believe he should be paying the tenants anything for laundromat costs or costs paid to their friends.

The landlord also questioned the receipts supplied for the Laundromat, stating they are all hand written and could have been written by anyone.

The landlord further testified that, all although the tenants claim to have sent him a forwarding address by registered mail, he never received any registered mail from the tenants containing a forwarding address.

The landlord further testified that the tenants had not even informed him that they had moved out of the rental unit, and the first time he became aware of the fact that they had vacated the unit, was when he received this application for dispute resolution.

The landlord further states, he does not object to returning the security deposit and pet deposits, however he believes the tenant should have followed the proper procedures for the return of those deposits.

### Analysis

It is my decision that I will not allow the tenants claim for laundry costs because, although they claim that the dryer in the rental unit did not work they have provided insufficient evidence to show that the dryer was faulty, as it is basically just the applicants word against that of the landlord, and the landlord stated that on the occasions that he did check the dryer the dryer was working.

The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

I will however allow the applicants request for an order for return of double their security deposit.

The applicants have provided a registered mail receipt that shows that a forwarding address in writing was sent by registered mail on July 27, 2016, and the Canada post tracking site states that the document was delivered on August 3, 2016. I therefore

accept that the landlord was served with a forwarding address in writing by registered mail in August of 2016.

Further, I do not accept the landlords claim that he did not know that the tenants had vacated the rental unit until he received the application for dispute resolution, and I accept the tenants testimony that they vacated the rental unit on July 15, 2016.

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 July 15, 2016, and the landlord had a forwarding address in writing by August 3, 2016, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit and pet deposit to the tenant.

The applicants paid a combined security/pet deposit of \$1400.00, and therefore the landlord must pay \$2800.00 to the tenants.

The tenants had also been claiming some costs for photocopying evidence and printing evidence, however those are costs of the dispute resolution process and I do not have the authority to award costs, other than the filing fee.

Having allowed a large portion of the applicants claim, I will allow the request for recovery of the \$100.00 filing fee.

### Conclusion

Pursuant to sections 38, 67, and 72 of the Residential Tenancy Act I have allowed \$2900.00 of the applicants claim, and have issued a monetary order in that amount.

The remainder of this claim is dismissed without leave to reapply.

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: March 28, 2017

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Residential Tenancy Branch