



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

On December 1, 2017, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to return of all or part of the security deposit, and for compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The matter was scheduled as a teleconference hearing. Both parties appeared at the hearing.

The hearing process was explained and the parties were asked if they had any questions. The parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Tenant entitled to the return of the security deposit?
- Is the Tenant entitled to compensation for damage or loss?
- Is the Tenant entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy commenced on November 1, 2016, as a one year fixed term tenancy. The parties testified that the tenancy ended on November 1, 2017.

Rent in the amount of \$2,800.00 was due by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,400.00.

Security Deposit

The Tenant testified that he provided his forwarding address in writing to the Landlord on November 6, 2017. The Tenant testified that he provided a copy of the letter to the Residential Tenancy Branch; and the Landlord; however, a copy of the letter was not located in the Tenant's evidence.

The Landlord testified that he never received a forwarding address in writing from the Tenant. He stated that he did not have a forwarding address to use to make a claim against the Tenant.

The Tenant testified that there was no written agreement that the Landlord could keep the security deposit.

The Tenant is seeking double the amount of the \$1,400.00 security deposit because the Landlord did not return it within 15 days of the end of the tenancy.

Cost of Door

The Tenant testified that he purchased a door because one of his co-tenants kicked it in. He testified that he attempted to fix the door but the Landlord was not satisfied and requested a new door. The Tenant purchased a new door. The Tenant wants compensation for the purchase cost of the door.

In reply, the Landlord testified that the door was heavily damaged and could not be repaired. The Landlord referred to photographs of the heavily damaged door. The Landlord submitted that the door needed to be replaced.

Analysis

Section 38 (1) of the Act states that within 15 days after the later of the date the tenancy ends, and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

There is insufficient evidence before me to establish that the Tenant provided the Landlord with a forwarding address in writing. The Landlord has not had an opportunity to make a claim against the security deposit. The Tenant must serve a Landlord with the Tenant's forwarding address in writing prior to applying for the return of a security deposit.

I find that the Landlord now has the Tenants forwarding address. The Landlord has 15 days from the date of this decision to repay the security deposit or make application for dispute resolution to make claim against it. If the Landlord does not return or make claim against the deposit, the Tenant may apply for dispute resolution for the return of double the deposit.

The Tenant's application for the return of the security deposit is dismissed with leave to reapply.

Cost of Door

I find that the Tenant acknowledged that a co Tenant damaged the door. The Tenant is jointly and severally responsible for claims involving damage during the tenancy.

I accept the Landlord's testimony and evidence that the door was heavily damaged. I find that the door needed to be replaced and I find the Tenant responsible for the cost of replacement.

The Tenant's claim for the replacement cost of the door is dismissed without leave to reapply.

Conclusion

The Tenant's application for the return of the security deposit is dismissed with leave to reapply.

The Landlord has 15 days from the date of this decision to repay the security deposit or make application for dispute resolution to make claim against it.

The Tenant must wait 15 days before reapplying for dispute resolution for the return of the security deposit.

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: July 19, 2018

Residential Tenancy Branch