



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of the pet damage deposit or security deposit.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other. No issues with respect to service or delivery of documents or evidence were raised and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on February 1, 2014, although the tenant moved in about 2 weeks prior to that. Rent in the amount of \$400.00 per month was payable on the 31st day of each month for the following month, and there are no rental arrears. A copy of the tenancy agreement has been provided as evidence for this hearing which specifies a security deposit in the amount of \$187.50. The tenant testified that she paid the landlord \$120.00 cash and the parties agreed that in exchange for the tenant cleaning the rental unit, the balance of the security deposit would be considered paid in full. The rental unit is a cabin duplex and the landlord resided in another building on the rental property. No move-in or move-out condition inspection reports were completed.

The tenant further testified that the first lease was misplaced so the parties entered in a new one which is signed January 9, 2014 and includes hydro. Rent was increased to \$400.00 per month from the original \$375.00, effective April 1, 2017. The landlord

wrote on the tenancy agreement, "original rent was \$375.00. April 1st/17 went up to \$400.00 per month to compensate hydro."

The tenant vacated the rental unit on June 29, 2019 and on July 2, 2019 provided the landlord with a forwarding address by text message, a copy of which has been provided for this hearing. The landlord then sent the tenant a letter to that forwarding address refusing to return the security deposit along with a copy of a hydro bill. Copies of the letter and attachments have also been provided for this hearing. The landlord's letter states that a hydro balance is due as well as \$60.00 for cleaning and that the landlord has been quoted \$250.00 for repairs. It also states that the security deposit will be deducted from those amounts and the tenant can send the landlord the difference.

The landlord has not returned any portion of the security deposit to the tenant and has not served the tenant with an Application for Dispute Resolution claiming against the security deposit. The tenant did not agree that the landlord could keep any part of the security deposit.

The landlord testified that the security deposit paid in cash was not \$120.00, but \$60.00, and the landlord agrees that the tenant worked off the rest of the \$187.50 by cleaning the rental unit, which was in poor condition.

At the end of the tenancy the walls had to be washed, which were very dirty from smoking. The stove and oven were not cleaned, nor was the appliance pulled out and cleaned. The landlord received a notice to end the tenancy from the tenant, but the tenant left earlier without notifying the landlord, leaving a key with a neighbour. The landlord wasn't aware until 2 days after that the tenant had vacated. The landlord wanted to do a walk-through with the tenant and would have told her that the oven and stove needed to be cleaned. Gyprock was also damaged. The landlord didn't realize that she had to make an Application for Dispute Resolution.

The parties had a verbal agreement that the tenant would put hydro in her name, but never did, so the agreement to increase rent to \$400.00 per month was to compensate for hydro, but the hydro was still more.

Analysis

The *Residential Tenancy Act* specifies that a landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the security deposit in full or file and serve the tenant with an Application for Dispute Resolution claiming against the deposit. If the landlord fails to

do either within that 15 day period, the landlord must repay the tenant double the amount. There is no discretion, the *Act* states “must.”

In this case, the parties agree that the tenancy ended on June 29, 2019 and the landlord has not returned any portion of the security deposit and has not made an Application for Dispute Resolution claiming against the security deposit.

The landlord agrees that she received the tenant’s forwarding address in writing, albeit in a text message. Generally, a forwarding address provided in a text message does not suffice, however in this case, the landlord responded to the tenant at the forwarding address provided. The reason for providing a forwarding address in writing is to ensure the landlord knows where to return the security deposit as well as to afford the landlord with an address for service. In the circumstances, I find that the landlord received the tenant’s forwarding address in writing on July 2, 2019.

The parties also agree that the security deposit amounted to \$187.50 and was partly paid by the tenant in cash and partly by working it off and was considered paid in full. Therefore, I find that the tenant is entitled to double the amount, or \$375.00.

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 \$375.00.

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: January 27, 2020

Residential Tenancy Branch