



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for an order for the return of double the security and pet deposits, for the return of two month's rent due to an illegal eviction, for the cost of internet 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 tenant's application was initially heard on May 14, 2015. The landlord did not attend that hearing. The Arbitrator found that the tenant had not adequately served the landlord with the notice of hearing package. The Arbitrator dismissed the monetary portion of the tenant's application with leave to reapply.

Prior to the hearing on May 14, 2015, the tenant had filed evidence to support her claim and assumed that that evidence would carry over to her reapplication which it did not. Since I do not have the tenant's evidence before me, I have dismissed a portion of the tenant's application with leave to reapply. The tenant may reapply for compensation for the alleged illegal eviction.

Issues to be Decided

Is the tenant entitled to the return of double the deposits, the cost of internet and the filing fee?

Background and Evidence

The tenancy began on September 13, 2014 and ended on or about April 10, 2015. The monthly rent was \$900.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$450.00.

The landlord testified that sometime during the tenancy, the tenant acquired a cat and did not pay a pet deposit. The landlord stated that he used \$450.00 from rent for a pet deposit. The landlord agreed that he had in his possession a security deposit and a pet deposit in the total amount of \$900.00.

Both parties agreed that internet was included in the rent. The tenant stated that the service did not work well and she ended up getting her own account. The landlord testified that whenever there were problems with the service, he notified the internet provider. The tenant is claiming \$117.00 for the cost she incurred for her own internet service.

The tenant stated that upon moving out she provided the landlord with her forwarding address in writing on May 01, 2015. The landlord denied having received it and stated that he only got her forwarding address when he received the decision dated May 14, 2015. The tenant agreed that she did not have any evidence to support her claim of having provided the landlord with her forwarding address.

The landlord stated that the tenant owed rent and for the cost of cleaning the unit to get rid of pet urine odour.

Analysis

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. If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, I accept the landlord's testimony that he was not provided with the tenant's forwarding address, in writing. Since the tenant failed to provide the landlord with her forwarding address in writing, she is therefore not entitled to the return of double the deposits.

However, the landlord now has the tenant's forwarding address and must within 15 days of this date October 02, 2015, return the security deposit plus the pet deposit (total \$900.00) to the tenant or make an application to retain all or a portion of the deposits.

Regarding the tenant's claim for \$117.00 for the cost of internet, I find that the tenant chose to install her own service even though the cost of internet was included in the rent. Therefore the tenant must bear the cost of her own service and is not entitled to her claim.

The tenant did not provide the landlord with a forwarding address and therefore the landlord had no way of returning the deposits or making a claim against them.

Since the tenant has not proven her claim she is not entitled to the recovery of the filing fee of \$50.00.

In regards to the landlord's claims relating to loss that he 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 tenants' application. The landlord is at liberty to make his own monetary claim against the tenant by filing an application for dispute resolution.

Conclusion

The tenant's application for compensation for an alleged illegal eviction is dismissed with leave to reapply.

The landlord must return the deposits totalling \$900.00 to the tenant on or before October 17, 2015 or make application to retain all or a portion of the deposits.

The remainder of the tenant's application is dismissed.

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: October 02, 2015

Residential Tenancy Branch

