

DECISION

Dispute Codes: MNDC, MNSD, FF

This hearing dealt with an application by the tenant for a monetary order for the amount of the security deposit, applicable accrued interest, double the security deposit, and the costs associated with an emergency repair. Despite having been served the notice of hearing and application for dispute resolution by registered mail on January 7, the landlord did not attend the hearing.

The tenancy began on July 1, 2008. The tenant paid a security deposit of \$500.00 on June 20. The tenancy ended on October 28. The tenant provided the landlord with her written forwarding address on October 27. On December 23, the tenant received a check from the landlord in the amount of \$217.81 as return of her security deposit. The tenant said that she did not agree to the landlord withholding any amount of her security deposit. The landlord has not applied for dispute resolution.

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. I find that the tenancy ended on October 28, 2008, and that the tenant provided her forwarding address in writing on October 27. I further find that the landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

I find that the tenant has established a claim for the security deposit of \$500.00, accrued interest of \$4.00, and double the base amount of the security deposit in the amount of \$500.00, for a total of \$1040.00. The tenant is also entitled to

recover the \$50.00 filing fee for this application. I order the tenant to retain the \$217.81 and I grant the tenant an order under section 67 for the balance due of \$836.19. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant is also seeking to recover the costs of purchase of a bed and the beddings for the amount of \$859.89. She said that on October 26, she discovered bed bugs infestation in her bed. On October 27, she informed the building manager of such problem. The building manager offered to fumigate the tenant's unit. But the tenant insisted on moving out because she felt that her health would be jeopardized because of her pregnancy. On October 28, the tenant moved out.

Section 33 of the *Residential Tenancy Act* requires the tenant to give the landlord reasonable time to make an emergency repair. In this case, the tenant notified the landlord of bed bug infestation on October 27. But despite the landlord's immediate offer to resolve the problem, the tenant moved out on October 28. The tenant said that her decision was based on health concerns associated with fumigation. No evidence was submitted to support the tenant's assertion in this regard. Based on the above, I find that the tenant did not give the landlord a reasonable amount of time to make the repair. The tenant is therefore not entitled to recovery of any costs associated with such repair.

Dated February 27, 2009.