



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNDC, MNSD

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to recover his security deposit and for damages for a loss under the Act.

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary Order for all or part of the security deposit and to recover damages for the cost of a bed damaged by a leaking roof, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began on November 1, 2005 as a month to month tenancy for a current monthly rent of \$737.00 due on the first of the month. A security deposit of \$340.00 was paid on October 28, 2005.

The tenant testified the tenancy ended on November 30, 2008 and despite repeated phone calls to the landlord has not yet received his security deposit. The tenant further testified that he completed a move out inspection with the landlord one week prior to the end of the tenancy.

The tenant provided into evidence the full package including the notice of this hearing that had been sent via registered mail. Documents sent via mail are deemed to be received on the 5<sup>th</sup> day after mailing as per Section 90 of the *Act*.

The tenant also testified and provided photographic evidence of damage caused to his mattress when his roof leaked on August 1, 2008 and again on August 22, 2008. The tenant has not replaced the bed and has been using it since it was dried out.

### Analysis

As to the tenant's claim for compensation for damages resulting from the leaking roof the tenant has failed to incur any expense. By his testimony he continues to use the bed that had been damaged, I therefore dismiss this part of his claim.

Section 38 (6) states that if a landlord fails to return the tenant's security deposit within 15 days of the end of the tenancy and receipt of the tenant's forwarding address or to submit an Application for Dispute Resolution, the landlord must pay the tenant double the amount of the security deposit.

Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and therefore grant a monetary order in the amount of **\$704.08** comprised of double the amount of the security deposit and interest held.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: December 07, 2009.

---

Dispute Resolution Officer