

## **DECISION**

**Dispute Codes**      MNSD, FF

### **Introduction**

This hearing was convened by way of conference call to deal with the tenant's application for double the return of the security deposit, and to recover the filing fee from the landlords for the cost of this application.

The tenant attended the hearing and gave evidence. Despite having been served the notice of hearing and application for dispute resolution by registered mail on February 18, 2010, the landlords did not attend the hearing.

### **Issues(s) to be Decided**

Is the tenant entitled to double the return of the security deposit?

### **Background and Evidence**

The tenant testified that the tenancy was supposed to begin on December 15, 2009 as a month-to-month tenancy, and the tenant paid a pro-rated amount of rent for that month in the amount of \$375.00 and paid a security deposit of \$375.00 on December 11, 2009.

The tenant testified that the landlords are a father and his son, and the tenant only had dealings with the son. The tenant testified that he was not able to move in on December 15, 2009 because the pipes were frozen and had burst and there was no water to the unit. The parties mutually agreed that the tenant could move in on January 1, 2010 to give the landlord an opportunity to fix the water issue. On January 1, the cold water was working fine, but there was no hot water, and that wasn't fixed until January 13, and he still had no shower until January 15, 2010, at which time the landlord asked for the other half of one month's rent. The tenant also testified that the landlord had

promised repairs to the bathroom, which finally happened on January 31, 2010. The tenant lived there for the entire month of January.

The tenancy ended on January 31, 2010. The tenant provided the landlord with his written forwarding address on January 31, 2010. The landlord has not returned the security deposit or applied for dispute resolution.

### **Analysis**

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 January 31, 2010, and that the tenant provided his forwarding address in writing on that date. 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.

### **Conclusion**

I find that the tenant has established a claim for double the base amount of the security deposit in the amount of \$375.00, for a total of \$750.00. The tenant is also entitled to recover the \$50.00 filing fee for the cost of this application.

I grant the tenant an order under section 67 for the balance due of \$800.00. This order may be filed in the Small Claims Court 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: April 28, 2010.

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Dispute Resolution Officer