



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MNSD, OLC

Introduction

This hearing dealt with an application by the tenants for money owed or compensation for damage or loss, return of the security deposit and to order the landlord to comply with the *Act*. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the *Act*.

Summary of Background and Evidence

The tenant stated at the start of the hearing that he wanted the Dispute Resolution Officer to summons the landlords to be present at the hearing so that they could provide direct testimony. The tenant also requested an adjournment in order to have time to obtain evidence from the RCMP that he has requested through the Freedom of Information Act.

The matters were discussed and as much of the tenant's claim is outside the jurisdiction of the Residential Tenancy Act, it was determined that the hearing would go forward with the landlord's agent representing the landlord. The evidence the tenant is waiting for relates to the claim that is outside of this court's jurisdiction therefore the hearing proceeded on this date and matters related only to the Residential Tenancy Act were heard.

The tenant stated that on or around November 20, 2010 the landlord was provided with the tenants forwarding address in writing for return of the security deposit. The tenant stated that to date the landlord has yet to return the security deposit and the tenant in this application is seeking return of double the security deposit per Section 38 of the *Act*.

The landlord testified that the security deposit had not been returned as the tenants owe the landlord unpaid rent and court costs and left the rental unit very dirty and damaged. The landlord has not made an application to keep all or part of the security deposit. Both

parties verified in the hearing that move-in and move-out inspections were not completed by the landlord.

The tenant in this application is requesting compensation for an overpayment of the first month's rent however the tenant admitted he had not submitted any evidence regarding this claim. The landlord stated that the original rent was \$1150.00 but was reduced after the first month of the tenancy when the tenants went to the landlord saying the rent was too high. The tenant stated that he would like to pursue this matter however as there was no evidence submitted and the parties testimony directly conflict on this matter, the tenant stated that he would not pursue this portion of his claim. This portion of the tenant's application is therefore dismissed without leave to reapply.

The tenant's application notes a claim for 'peace and quiet enjoyment' which the tenant stated relates to the matter that is outside of this court's jurisdiction. This portion of the tenant's application is therefore dismissed without leave to reapply.

Analysis

Based on the documentary evidence and testimony I find that the tenants are entitled to return of double the security deposit. The landlord, per Section 38 (6) (b) of the Act, did not return the security deposit to the tenants or claim against the security deposit within 15 days of receiving the tenants forwarding address.

I therefore find that the tenants have established a claim for \$1100.00 in return of double the security deposit.

As the remaining matters specified on the tenant's application IE: defamation of character, aggravated damages, negligence etc. are outside the jurisdiction of Residential Tenancy Act, the remainder of the tenant's application is dismissed without leave to reapply.

Conclusion

I find that the tenant has established a monetary claim for **\$1100.00** in return of double the security deposit.

A monetary order in the amount of **\$1100.00** has been issued to the tenant and a copy of it must be served on the landlord. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 8, 2010

Residential Tenancy Branch