



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNDC, SD

### Introduction

This hearing was convened in response to an application filed by the tenant seeking recovery of his security deposit and compensation for damage and/or loss.

The landlord did not appear at the hearing. The tenant and his advocate gave evidence under oath that the landlord was served with the Application for Dispute Resolution package including the Notice of Hearing by way of registered mail sent February 4, 2011 and returned by Canada Post. Based on this evidence I am satisfied that the landlord has been duly served as required by the *Residential Tenancy Act*.

### Issue(s) to be Decided

Is the tenant entitled to recover his security deposit and is he entitled to compensation for damage and/or loss.

### Background and Evidence

In his details of this dispute the tenant submits that on January 6, 2011 the City of Vancouver evacuated the rental building because having determined that the rental building was a fire hazard and unsafe for habitation. The tenants submit that they were given less than an hour to gather their belongings. The tenants submit they were evacuated to a hotel while their belongings were put into storage. The tenants supplied a copy of the evacuation order from the City of Vancouver along with the invoice for storage fees. The storage fees are \$220.00 a month. The tenants are claiming 3 months of storage fees for a total of \$660.00. Further, the tenants submit that the power to the building was cut off the night they were evacuated and the tenants lost approximately \$100.00 worth of foods including meats which were contained in their refrigerator.

Having vacated the rental unit the tenants gave evidence that they requested the return of their security deposit and provided their forwarding address in writing to the landlord

by sending it by registered mail on February 4, 2011. To date the deposit of \$460.00 has not been returned to them and, as set out in the Act, the tenants are now seeking double the deposit. The tenants are therefore claiming \$1,680.00.

### Analysis

Section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address writing, to either return the deposit or file an Application for Dispute Resolution seeking an Order allowing the landlord to retain the deposit if the landlord believes there is cause.

If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the deposit (section 38(6)). If the tenant does not supply his forwarding address in writing within a year, the landlord may retain the deposit.

I find that the landlord has not returned the security deposit within 15 days of receipt of the tenant's forwarding address. The tenant is therefore entitled to a monetary order in amounting to double the deposit with interest calculated on the original amount only.

With respect to the tenants' claim for recovery of storage costs and the costs of lost groceries, I accept the tenant's undisputed testimony and will award the sums as claimed.

Total monetary award payable by the landlord to the tenant:

Security Deposit	\$460.00
Double Security Deposit	460.00
3 months of storage x \$220.00 per month	660.00
Lost Groceries	100.00
<b>Total</b>	<b>\$1680.00</b>

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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*.

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