



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC

Introduction

This hearing dealt with an application by the tenant for a double recovery of the security deposit as well as for further monetary compensation under the Act. Both the landlord and the tenant participated in the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?
Is the tenant entitled to further monetary compensation, as claimed?

Background and Evidence

The tenancy began on September 25, 2010. The tenant paid a security deposit of \$750 at the outset of the tenancy. There was no move-in inspection carried out at the outset of the tenancy. The tenancy ended on March 25, 2011. There was no move-out inspection carried out at the end of the tenancy. On May 30, 2011, the tenant served the landlord with the tenant's application for recovery of the security deposit. The tenant's forwarding address was set out in his application. The landlord did not return the security deposit or apply for dispute resolution to keep the deposit.

The tenant also applied for reimbursement of a pest control bill. Shortly after the tenancy began, the tenant discovered fleas and cockroaches in the rental unit. The tenant advised the landlord, but the landlord did nothing about it. On October 5 or 6, 2010 the tenant had the rental unit fumigated. The tenant tried to have the landlord pay the bill, but the landlord refused. The tenant was unable to provide a receipt for the cost of the fumigation.

The landlord's response was as follows. At the end of the tenancy, the landlord discussed with the tenant why the landlord was not returning the security deposit. The landlord did not hear from the tenant for two months, until he received the tenant's application for recovery of the security deposit. In the meantime, the landlord had done repairs to the rental unit. In regard to the fumigation, the landlord denied hearing from the tenant about pests.

Analysis

In regard to the security deposit, 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. In this case, the tenancy ended on March 25, 2011, and the tenant provided his forwarding address in writing in his application for recovery of the security deposit on May 30, 2011. The landlord 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. The tenant is therefore entitled to double recovery of his security deposit.

I find that the tenant did not provide sufficient evidence to establish that he was entitled to the cost for pest fumigation. The tenant did not establish that neither he nor his pets brought in the pests. Further, the tenant did not provide sufficient evidence that he informed the landlord of the problem before he fumigated. The tenant is therefore not entitled to recovery of the cost for pest fumigation.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1500. 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: September 20, 2011.

Residential Tenancy Branch