



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

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. The tenant and both landlords participated in the teleconference hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

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 May 1, 2011. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$400. The tenancy ended on August 31, 2011. The tenant provided the landlord with his written forwarding address on September 2, 2011. The landlord has not returned the security deposit or applied for dispute resolution.

Tenant's Evidence

On August 23, 2011, the tenant informed the landlord of a bedbug infestation in the rental unit. The tenant asked the landlord to address the situation, but the landlord refused, and said "why don't you just move?" The landlord told the tenant to pay for an exterminator. The tenant gave the landlord every opportunity to enter the rental unit and see the mattresses that were infested with bedbugs, but the landlord refused. The tenant and the landlord then made a verbal agreement that the tenant would move out of the rental unit by September 1, 2011, after cleaning the unit, and the landlord would

return the security deposit. The tenant cleaned the unit and moved out, and then the landlord stated he would not return the security deposit.

The tenant has claimed double recovery of the security deposit, in the amount of \$800; \$784 for two new beds; \$300 for replacement beds; \$100 for moving costs; and \$31.10 for development of three sets of photographs as evidence for the hearing.

Landlord's Response

The tenant told the landlord about the bedbugs but did not allow the landlord to take a look at the rental unit to investigate. The landlord questioned the tenant's evidence that the mattresses were new. The landlord acknowledged that he told the tenant that if there were bedbugs, the tenant should call the exterminator.

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 August 31, 2011, and the tenant provided his forwarding address in writing on September 21, 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. I therefore find that the tenant is entitled to double recovery of his security deposit, in the amount of \$800.

I find that the tenant is not entitled to the amounts claimed for mattresses, replacement mattresses, moving expenses or the photographs. The tenant chose to move out rather than give the landlord a reasonable opportunity to investigate and eliminate the bedbugs, or apply for an order that the landlord address the bedbug problem, so the tenant is not entitled to his moving costs. Further, the tenant's evidence was unclear in regard to the costs claimed for the mattresses. If two mattresses were damaged and the tenant was able to replace those two mattresses for \$300, then the tenant would only be entitled to the amount for the replacement costs. Finally, tenant is not entitled to the amount claimed for photographs, as the only potentially recoverable cost associated with the dispute resolution process is the filing fee.

In this case, as the tenant's claim was only partially successful, I find he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The tenant is entitled to double recovery of his security deposit. The remainder of the tenant's application is dismissed.

I grant the tenant an order under section 67 for the balance due of \$800. 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: December 16, 2011.

Residential Tenancy Branch