



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38; and
2. A Monetary Order for compensation – Section 67.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing.

The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 1977 and ended on November 3, 2011 as a result of a fire to the building containing the unit. Rent payable at the time was \$620.48. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$100.00. During the tenancy the person named as the Landlord collected the rent and signed receipts. As a result of the fire, the Tenant had to leave the unit. As rent had been paid for the month of November 2011, the Tenant claims this amount as compensation. The Tenant does not know the cause of the fire. The Tenant provided the forwarding address to a third party, the Red Cross, in December 2012 and the third

party was to have forwarded this address to the Landlord. It is noted that the Tenant's forwarding address is also contained in the application for dispute resolution served on the Landlord. The Tenant claims return of double the security deposit.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$200.00**. Based on the undisputed evidence of the Tenant, I further find that the Tenant has substantiated a loss as a result of the fire and is entitled to **\$640.48** as claimed for a total entitlement of **\$840.48**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$840.00**. If necessary, 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 12, 2012.

Residential Tenancy Branch