



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 tenants for double recovery of the security deposit, as well as further monetary compensation.

The tenants stated that they sent the application for dispute resolution and notice of hearing to the landlord by registered mail on July 5, 2013, but the package was returned to them unclaimed. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on July 10, 2013, and I proceeded with the hearing in the absence of the landlord.

Issue(s) to be Decided

Are the tenants entitled to double recovery of the security deposit?
Are the tenants entitled to further monetary compensation as claimed?

Background and Evidence

The tenants' undisputed evidence regarding their claim was as follows.

Security Deposit

The tenancy began on April 1, 2012, with monthly rent of \$1,000. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$500. The tenancy ended on April 1, 2013. The tenants provided the landlord with their written forwarding address on June 8, 2013. The landlord has not returned the security deposit or applied for dispute resolution.

Monetary Compensation – Loss of Quiet Enjoyment

The tenants stated that during the tenancy they had a lot of problems with other occupants, who would turn off the shared laundry; yell at, harass and swear at the tenants; and could be heard fighting with each other. The female tenant stated that she felt she couldn't even go outside without being yelled at. The tenants stated that the landlord would also fight, with his girlfriend, or with the other occupants. The tenants as a result had to call the police. The tenants asked the landlord to address the issue, but he would not. The tenants have claimed seven percent of their monthly rent, at \$70 per month, for the period of 10 months after the landlord was informed of the issues and did not address them.

Analysis

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 amount of the security deposit.

In this case, the tenancy ended on April 1, 2013, and the tenants provided their forwarding address in writing on June 8, 2013. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenants' forwarding address in writing. I therefore find that the tenants have established a claim for double recovery of their security deposit, in the amount of \$1000.

Monetary Compensation – Loss of Quiet Enjoyment

I accept the undisputed evidence of the tenants that their quiet enjoyment was repeatedly disturbed, that they informed the landlord of the issues, and the landlord did nothing to address the issues. I find the tenants' claim of seven percent of their rent for the 10 months that the landlord was aware of the problem is a very reasonable claim, and I grant the tenants compensation of \$700 for loss of quiet enjoyment.

Conclusion

I grant the tenants an order under section 67 for the balance due of \$1,700. 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: October 25, 2013

Residential Tenancy Branch

