



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNSD, OLC, FF

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for the cost of emergency repairs / compensation reflecting the double return of the original security deposit / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / and recovery of the filing fee. The tenant attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the landlord did not appear. The tenant provided the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Documentary evidence submitted by the tenant is limited to his application for dispute resolution. No evidence has been submitted by the landlord.

The tenant testified that the tenancy began on July 01, 2012. Monthly rent of \$850.00 was due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected. It is uncertain whether a move-in condition inspection report was completed.

On January 06, 2014 the tenant gave verbal notice of his intent to end tenancy effective at the end of January 2014. Subsequently, the tenant vacated the unit on January 28, 2014, and provided the landlord in writing with his forwarding address on that same date. It is uncertain whether a move-out condition inspection report was completed.

Despite the tenant's request that the landlord return his security deposit, the tenant testified that thus far no portion of the security deposit has been returned.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based solely on the tenant's application for dispute resolution and the tenant's affirmed / undisputed testimony, the various aspects of the tenant's application and my findings around each are set out below.

\$850.00 (2 x \$425.00): *the double return of the original security deposit*

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section 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 either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of the original security deposit.

Again, based solely on the tenant's application for dispute resolution and the tenant's affirmed / undisputed testimony, I find that the landlord neither repaid the tenant's security deposit nor filed an application for dispute resolution within 15 days after being informed in writing by the tenant of the tenant's forwarding address. In the result, I find that the tenant has established entitlement to the full amount claimed.

\$85.00: *lockset replacement*,
\$25.00: *toilet flush handle replacement*,
\$25.00: *shower / tub knob replacement*

In the absence of any documentary evidence in support of the nature of any communication that may have taken place between the parties in regard to the above expenses, and in the absence of receipts, these particular aspects of the tenant's application are hereby dismissed.

\$50.00: *filing fee*

As the tenant has achieved a measure of success with his application I find that he has established entitlement to recovery of the full filing fee.

Total entitlement: \$900.00 (\$850.00 + \$50.00)

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$900.00**. Should it be necessary, this order may be served on the landlord, 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: June 04, 2014

Residential Tenancy Branch

