



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Zoro Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order and an order to return double the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on April 11, 2014, the landlord did not participate in the conference call hearing. The tenant gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to the return of double the security deposit?

Background, Evidence and Analysis

The tenants' undisputed testimony is as follows.

The tenancy was to begin on February 28, 2014. The tenants were obligated to pay \$1160.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$580.00 security deposit.

I address the tenants' claims and my findings around each as follows.

First Claim – The tenant is seeking the return of \$1160.00 rent for the month of March 2014. The tenant stated that he viewed the suite on February 24, 2014. The tenant stated that the unit was occupied and that the tenant had many items strewn about that obscured much of the unit. The tenant stated that the landlord promised and guaranteed the tenant that the unit would be emptied, cleaned, sanitized and in perfect move in condition. The tenant stated that he provided the landlord his deposit and first month's rent prior to moving in. The tenant stated that when he attended the unit on February

28, 2014 to move in, it was not as promised. The tenant stated that unit was filthy and had mould in many areas. The tenant stated that there were also rat droppings throughout the unit that emanated a horrible smell. The tenant immediately told the landlord that this was not habitable and that he did not wish to move in and gave notice that the unit was not as promised. The tenant stated that the landlord agreed and said it would take a few days "to process his cheque". The tenant stated that he has still not received his cheque. The landlord has a responsibility to provide a unit in a safe and clean condition that meets health standards as stated in Section 32 of the Act; in this case I am not satisfied that the landlord complied with that section. Based on the above and in the absence of any disputing evidence from the landlord, I find that the tenant is entitled \$1160.00.

Second Claim – The tenant is seeking the return of double the security deposit. The tenant stated that he gave his address to the landlord in the presence of a witness as well over the phone on several occasions. The tenant provided evidence to support that.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the above and in absence of any disputing evidence from the landlord I find that the tenant is entitled to the return of double the deposit $\$580.00 \times 2 = \1160.00 .

The tenant is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$2370.00. I grant the tenant an order under section 67 for the balance due of \$2370.00. 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: August 06, 2014

Residential Tenancy Branch

