



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenants for recovery of the security deposit and other monetary compensation. Two tenants and the landlord attended the teleconference hearing.

The landlord confirmed that she received the tenants' application. Neither party submitted any documentary evidence. The parties were given full opportunity to give affirmed testimony. I have reviewed all testimony; however, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Are the tenants entitled to recovery of the security deposit?

Are the tenants entitled to further monetary compensation as claimed?

### Background and Evidence

The tenancy began in September 2014. At the outset of the tenancy the tenants paid the landlord a security deposit of \$1,250.00.

The tenants stated that within two weeks of the outset of their tenancy, a city inspector attended the rental unit and determined that it was not up to code. The tenants stated that it took them at least six weeks to find a new place. The tenants stated that they paid rent for September and October 2014, and they wanted their rent back but the landlord refused to give it to them. The tenants stated that they moved out of the rental unit on November 7 or 8, 2014. The tenants stated that they had to have the oven unhooked for at least all of October. The tenants have applied for return of their security deposit and "at least half a month's rent returned."

The landlord's response was that the city's issue with the unit was not one of safety but rather zoning, because they are zoned as industrial. The landlord stated that the tenants only paid September's rent, and they did not move out until toward the end of November 2014.

### Analysis

I find that the tenants are entitled to recovery of the base amount of their security deposit. As they did not provide the landlord with their forwarding address in writing prior to making their application, they are not entitled to double recovery of their deposit.

I find that the tenants did not provide sufficient evidence to support their claim for any further monetary compensation. The tenants occupied the unit until some time in November 2014, but acknowledged that they did not pay rent for that time. The tenants were under no obligation to move out until the landlord served them with a notice to end tenancy, and they could have applied for an order that the landlord restore services or other orders, but they instead chose to move out. I therefore dismiss the tenants' claim for further monetary compensation.

### Conclusion

I grant the tenants an order under section 67 for the balance due of \$1,250.00. 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: July 20, 2015

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Residential Tenancy Branch

