



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

matter regarding SOUTHBOUST PROPERTY MANAGEMENT

## **DECISION**

Dispute Codes                      MNDC, MNSD FF

### Introduction

The tenant applies for return of deposit monies and for damages for lack of heating in the rental unit, a three bedroom house.

Neither respondent landlord attended for the hearing within 20 minutes after its scheduled start time, nor did either file evidentiary material.

The tenant produces a written tenancy agreement prepared by the landlords showing the address for service of the "landlord's agent". She testifies that the address is that of the respondent WPM and that the landlords were served with the application and notice of this hearing by registered mail addressed to the respondent VWPM at that address.

The Canada Post record for that mail (tracking number reproduced on cover page of this decision) shows that the mail was received March 29, 2016 and signed for by a person the tenant identifies as an office staff member of VWPM.

On the evidence before me I determine that the landlord VWPM is the agent for the respondent landlord S.I. and that VWPM has been duly served with the application and notice of hearing and that service on it, the agent, was service on its principal, S.I. I find that both respondents have been duly served.

On the tenant's undisputed evidence I find this tenancy ended and the tenant provided the landlords with her forwarding address in writing on February 29, 2016.

The landlords have not repaid the \$1150.00 security deposit nor have they repaid the \$1150.00 pet damage deposit paid by the tenant at the start of this tenancy.

The tenant is entitled to recover the \$2300.00 in deposit money.

Pursuant to s. 38 of the *Residential Tenancy Act*, the tenant is entitled to have the amount of the deposit money doubled as the landlords have failed to either apply to keep the deposit money or to repay it within the 15 day period prescribed by that section.

I award the tenant \$4600.00 accordingly.

The tenant testifies that between October 5 and November 23, 2015 the gas furnace in the home did not work. She says that she used tow portable electric heaters during that time and thereby incurred an increased electrical bill. She says it was cold outside at that time of year.

It was pointed out that as a result she also saved on her gas bill. She acknowledged the saving and was unable to show that the increased cost exceeded the savings. She has not proved loss.

I find that the landlords breached the tenancy agreement by not providing a working furnace in the home between October 5 and November 23, 2015 but that the tenant has not proved her damages.

In this circumstance I award her nominal damages of \$100.00.

The tenant also says that she suffered large spiders in the home and that they were a concern to her daughter and her daughter's new baby.

I dismiss this aspect of the claim. First, it has not been set out in the particulars of the claim in the application. Second, the tenant has not shown that the presence of spiders was somehow the fault of the landlords. Third, the tenant has not shown that the spiders presented any threat to health or otherwise.

In result, the tenant is entitled to a monetary award totalling \$4700.00, plus recover of the \$100.00 filing fee for this application.

There will be a monetary order against the landlords in the amount of \$4800.00.

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 28, 2016

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Residential Tenancy Branch

