



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and other monetary compensation. The tenant attended the teleconference hearing but the landlord did not.

The tenant submitted evidence to establish that the landlord was served with the application for dispute resolution and notice of hearing by registered for by the landlord on November 25, 2015. I found that the landlord was served with notice of the hearing and I proceeded with the hearing in the absence of the landlord.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?
Is the tenant entitled to further monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2013. At the outset of the tenancy the tenant paid the landlord a security deposit of \$900.00. The tenancy ended on October 2, 2015. The tenant served the landlord with their written forwarding address by registered mail received on October 7, 2015. The landlord has not returned the security deposit or applied for dispute resolution.

The tenant stated that when they moved into the rental unit, the oil tank contained 180 litres of oil for the furnace. The tenant stated that when they moved out of the unit they left 780 litres of oil. The tenant claimed reimbursement for 500 litres of furnace oil. However, the tenant did not provide any calculation of the value of the oil or a final amount claimed for it.

The tenant claimed \$2,000.00 for moving expenses. The tenant stated that the landlord notified the tenants by telephone that he wanted them to move out because he intended to move back in to the house. The tenant stated that it has come to their attention that the landlord has not moved in, but rather he has rented it to other tenants. The tenants were not served with a notice to end tenancy for landlord's use.

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 October 2, 2015, and the tenant provided their forwarding address in writing on October 7, 2015. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenant has established a claim for double recovery of the security deposit, in the amount of \$1,800.00.

Furnace Oil

I find that the tenant has failed to provide evidence of the value of the furnace oil, and I therefore dismiss this part of their application.

Moving Expenses

When a landlord serves a tenant with a notice to end tenancy for unpaid rent, the tenant may apply to dispute the notice. If the landlord does not serve the tenant with a notice then the tenant is not required to move out. If the landlord serves the tenant with a notice to end tenancy for landlord's use but does not use the unit for the purpose set out on the notice, the tenant is entitled to monetary compensation entitled to two months of rent. In this case the landlord did not serve the tenant with a notice to end tenancy, so the tenant was not required to move out. I find that the tenant is therefore not entitled to moving expenses and I dismiss this part of their application.

Filing Fee

As their application was partially successful, the tenant is also entitled to recover the \$50.00 filing fee for the cost of this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1,850.00. 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 15, 2016

Residential Tenancy Branch