



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD MNDC

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and return of prorated rent for 10 days. The tenant and an advocate for 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 mail sent on June 23, 2016 and received by the landlord on June 27, 2016. I accepted the tenant's evidence that the landlord was served with notice of the hearing on June 27, 2016, 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 return of prorated rent as claimed?

### Background and Evidence

The tenancy began on February 1, 2015. The monthly rent, due in advance on the first day of each month, was \$700.00. At the beginning of the tenancy the tenant paid the landlord a security deposit of \$350.00.

The tenant provided evidence that the tenancy ended on March 21, 2016, when the building was destroyed by a fire. The tenant provided evidence that the landlord held meetings with the tenant and other tenants and acknowledged that their tenancies ended due to frustration on March 21, 2016. The tenant provided evidence that he paid his rent in full for March 2016.

The tenant provided the landlord with his written forwarding address by registered mail sent April 15, 2016. The landlord has not returned the security deposit or applied for dispute resolution.

### Analysis

I accept the tenant's evidence that the tenancy was frustrated and ended on March 21, 2016 due to a fire that destroyed the building. I accept the tenant's evidence that he had paid full rent for March 2016. As the tenancy ended on March 21, 2016, the tenant is entitled to recovery of prorated rent for the last 10 days of March 2016, in the amount of \$225.80.

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 March 21, 2016, and the landlord was deemed to have received the tenant's forwarding address in writing on April 20, 2016. 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 \$700.00.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$925.80. 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: January 3, 2017

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Residential Tenancy Branch

