



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order for the return of the security deposit - Section 38.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Has the Tenant provided its forwarding address in writing?

Is the Tenant entitled to the compensation claimed?

Background and Evidence

The tenancy started in September 2010. The Tenant states that the tenancy ended around August 2016. The Landlord states that the Tenant was arrested in July 2016 and never returned to the unit. The Tenant states that rent of \$400.00 was payable throughout the tenancy and that the Landlord increased the rent to \$650.00 at the end. The Landlord states that the rent was increased to \$450.00 sometime in 2013. The Parties agree that the rent was paid directly to the Landlord from a ministry on the Tenant's behalf. The Parties agree that the Landlord collected \$200.00 as a security deposit and that this has not been returned to the Tenant. The Landlord states that the Tenant did not provide a forwarding address in writing. The Tenant states that his brothers provided a forwarding address to the Landlord. The Landlord states that no forwarding address was obtained from anyone on behalf of the Tenant.

The Tenant states that since making the application he moved from the address contained in the application and at the hearing the Tenant provided a forwarding address.

The Tenant states that throughout the tenancy the Landlord failed to make many minor repairs and that despite several verbal requests for repairs the Landlord failed to make any repairs. The Tenant states that the biggest problem was a leak under the sink. The Tenant states that on one occasion an upper tenant had a flood and the Landlord told the Tenant to just burst the bubble created in the Tenant's unit by the flood from above. The Tenant states that photos were taken of mold inside the unit. The Tenant states that the Landlord was given a letter dated June 22, 2016 that asks the Landlord to make repairs by June 29, 2016. The Tenant states that the repairs were being sought for the sink and to have "this and that done". The Tenant states that when he put this letter on the Landlord's door the Landlord called the police and had him arrested for making threats. It is noted that the Tenant provided no photos, no details of the dates or types of repairs requested and no documentary evidence. The Tenant claims return of all rents paid during the tenancy.

The Landlord states that he does not know how to fully respond to the claim since there is no detail in the application and the Tenant provided no documentary evidence. The Landlord states that when the Tenant would ask for repairs they were minor and when the Landlord would come to make the repairs or arrange for repairs the Tenant would tell the Landlord not to bother as the Tenant took care of things. The Landlord states that no letter was ever given to the Landlord and that the Tenant never put anything in writing. The Landlord states that there was no verbal request for any major repairs. The Landlord states that the Tenant appeared to have had a break down and that the Landlord called the police because of verbal threats being made by the Tenant at the time. The Landlord states that the Tenant was arrested and charged with 11 offenses for making threats to both the Landlord and others.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. As the Tenant did not provide a forwarding address until the date of this hearing, I find that the Landlord now has 15 days to return the security deposit or make an

application claiming against the security deposit. I therefore dismiss the Tenant's claim for return of the security deposit with leave to reapply should the Landlord not act in accordance with the Act in relation to the security deposit.

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. As the Tenant provided no documentary evidence to support its claim in relation to repairs, such as a copy of a letter requesting repairs, and considering the Landlord's plausible evidence that no repairs were required, I find that the Tenant has not provided sufficient evidence to support its claim on a balance of probabilities and I therefore dismiss the claim for return of all rents paid during the tenancy.

Conclusion

The claim for return of the security deposit is dismissed with leave to reapply. The claim for compensation in relation to repairs is dismissed.

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: April 10, 2017

Residential Tenancy Branch