



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

The tenant applies to recover rent paid for a rental unit the landlord failed to provide and for recovery of a security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the "Act").

The landlord did not attend for the hearing within ten minutes after its scheduled start time, nor did she file material in opposition to the application.

The tenant testifies that she personally served the landlord with the application for dispute resolution and notice of this hearing on November 17, 2016. On this evidence I find that the landlord has been duly served.

On the tenant's undisputed evidence I find that she is entitled to recover the \$495.00 rent paid for November 2015 for tenancy in a trailer the landlord ultimately failed to provide, less \$47.88 the tenant considers owing to the landlord for use of alternate accommodation for three days.

I find that the tenant has provided the landlord with her forwarding address in writing and that the landlord has not returned the deposit money or applied to keep it. The tenant is therefore entitled to double the deposit amount, pursuant to s. 38 of the *Act*.

The tenant will have a monetary order against the landlord in the amount of \$932.12.

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 21, 2017

Residential Tenancy Branch