



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, OLC, FF

### Introduction

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

1. An Order for the return of double the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67;
3. An Order for the Landlord’s compliance - Section 63; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on June 19, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Materials on June 24, 2017. The Tenants were given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Are the Tenants entitled to return of double the security deposit?

Are the Tenants entitled to the compensation claimed?

Are the Tenants entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on May 1, 2016 and ended on April 30, 2017. Rent of \$1,500.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$750.00 as a security deposit.

Although the Tenants signed a written tenancy agreement the Landlord did not give them a copy of that agreement. The Tenants requested a copy of the tenancy agreement however the Landlord failed to provide one to the Tenants. During the tenancy the Tenants were only able to communicate with the Landlord by phone or text as they were not given any other way to communicate and generally the Landlord would fail to respond to their calls or texts. As the Tenants did not have the Landlord's address for service they searched the title of the property and sent their forwarding address to the Landlord's address as set out on that search. The Tenants provided a copy of that search. The Tenants claim the cost of that search.

The Tenants mailed their forwarding address on May 12, 2017. The Landlord has not returned the security deposit and has not served the Tenants with any application claiming against the security deposit. The Tenants claim return of double the security deposit.

### 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. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the Tenant's undisputed evidence of the end of the tenancy and the provision of the forwarding address on May 12, 2017 I find that that the Landlord failed to return the security deposit or make an application to claim against the security deposit within the

time required. As such I find that the Tenants are entitled to return of double the security deposit plus zero interest of \$1,500.00.

Section 13(2)(e) of the Act provides that a tenancy agreement must set out, inter alia, the address for service and telephone number of the landlord or the landlord's agent. Section 13(3) of the Act provides that within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement. 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. Based on the undisputed evidence of the Tenants I find that the Landlord failed to provide the Tenants with a copy of a tenancy agreement setting out the Landlord's address for service. As a result of this breach of the Act I find that the Tenants incurred costs to locate the Landlord's address. The Tenants are therefore entitled to the search costs of **\$9.45**.

As the Tenants' claims have been successful I find that the Tenants are entitled to recovery of their **\$100.00** filing fee for a total entitlement of **\$1,609.45**.

### Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,609.45**. If necessary, 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: November 27, 2017

---

Residential Tenancy Branch