



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

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of double the security and pet deposits - Section 38;  
and
3. 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 August 11, 2017 to the Landlord’s address for service as contained in the tenancy agreement 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 August 16, 2017. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on September 1, 2015. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit and \$300.00 as a pet deposit. On February 25, 2016 the Parties signed a mutual agreement to end the tenancy for March 15, 2016. The Tenant was in the process of moving out of the unit when, without any notice, the Landlord changed the locks to the unit and the Tenant was stopped from its access to the unit on March 3, 2016. The Tenant was unable to obtain some miscellaneous cleaning and other items that were still in the unit. The Tenant provided its forwarding address in writing on February 25, 2016 and again by email on September 22, 2016. The Landlord has not returned the deposits and has not made an application to claim against the deposits. The Tenant claims return of double the deposit and as noted in the details of the application and as contained in the monetary order worksheet compensation for the loss of the unit from March 3 to 15, 2016 inclusive.

### 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 undisputed evidence of the provision of the forwarding address to the Landlord, that none of the deposits were returned to the Tenant and that the Landlord made no application to claim against the deposits I find that the Tenant has substantiated that the Landlord must repay the Tenant double the combined security and pet deposit plus zero interest of **\$1,800.00**.

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 mutual agreement to end the tenancy on March 15, 2016 and the Landlord's restriction of the Tenant's right to

possess the unit prior to that date, I find that the Tenant has substantiated compensation for the rent paid for the period March 3 to 15, 2016 inclusive in the amount of **\$464.52**. This amount is calculated on the per diem amount of \$38.71( $\$1,200/31$ ) x 12 days.

As the Tenant's claims have been successful I find that the Tenant is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,364.52**.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$2,364.52**. 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: February 05, 2018

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Residential Tenancy Branch