



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 dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38;
- a monetary order for compensation for loss or damage under the Act, regulation or tenancy agreement?
- authorization to recover the filing fee for its application from the landlord, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other.

Issue to be Decided

Is the tenant entitled to the return to a portion or all of his security deposit?

Is the tenant entitled to a monetary order for compensation?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background, Evidence

The tenant's d testimony is as follows. The tenancy began on October March 1, 2017 and ended on July 31, 2017. The tenant was obligated to pay \$700.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$350.00 security deposit. The tenant testified that written condition inspection reports was not conducted at move in or move out. The tenant testified that several days after moving in he noticed that he had bed bug bites all over his legs. The tenant testified that he waited a week before notifying the landlord, but she didn't do anything about it. The tenant testified that

he had to replace his bed and dispose of the old one for a total cost of \$635.47. The tenant also seeks the return of double his security deposit "if it's possible". The tenant testified that he did not provide his forwarding address to the landlord prior to filing this application.

The tenant is applying for the following:

1.	New Mattress	\$620.47
2.	Dispose of old mattress	15.00
3.	Return of double the deposit	700.00
4.	Filing fee	100.00
5.		
6.		
	Total	\$1435.47

The landlord gave the following testimony. The landlord testified that they investigated the bed bug complaint and did not find any. The landlord testified that there weren't bed bugs prior, during or after the tenants' tenancy. The landlord testified that the tenant did not provide any of the alleged proof that he relies on for this hearing during the time of the alleged infestation. The landlord testified that the tenant did not provide his forwarding address except as part of this hearing package.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the tenant, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

Firstly, I address the tenant's claim for a new mattress and disposal of the old one. The tenant provided some photos of the bedbugs but did not provide them to the landlord at the time that the alleged infestation occurred. The tenant gave disjointed and illogical testimony in regards to this claim. While the tenant was giving testimony he would often drift off into other unrelated items that are not part of this hearing instead of focus on the application at hand; as a result I was unable to rely on the tenants' testimony. Based on the above, the insufficient evidence as to the origin of the bed bugs and on a balance of probabilities, I dismiss this portion of the tenants' application.

The tenant said he is applying for the return of double the security deposit as the landlord has not complied with the s. 38 of the *Residential Tenancy Act*.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing.

The tenant acknowledges and concedes that he did not provide his forwarding address as required and noted above. The tenant confirmed that the only time he provided his forwarding address was when he served the landlord notice of this hearing. As the tenant did not provide his forwarding address prior to filing his application, he has not “triggered” the doubling provision as noted above and therefore is not entitled to the doubling provision but is entitled to the original amount of \$350.00.

The tenant is also entitled to the recovery of the \$100.00 filing fee.

Conclusion

The tenant has established a claim for \$450.00. I grant the tenant an order under section 67 for the balance due of \$450.00. 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: March 14, 2018

Residential Tenancy Branch