



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDCT, MNSD

Introduction

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$2580 including an order for double the security deposit.

The Landlord failed to appear at the scheduled start of the hearing which was 1:30 p.m. on October 29, 2019. The Tenant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on July 24, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issue to be decided is whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence:

The tenancy began in August 2015. The parties entered into a second tenancy agreement that provided that the tenancy would start on June 1, 2017. The rent was \$1400 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$700 at the start of the tenancy.

The tenancy ended on June 1, 2019.

The tenant(s) failed to provide sufficient evidence that she served the landlord with her forwarding address in writing.

The tenancy agreement provided that hydro and gas was included with the rent. She testified that the gas was disconnected in April 2019 and as a result she was forced to leave her rental unit and she spent 3 days at a hotel at a cost of \$479.12. She provided a receipt for this expense.

She testified that the landlord was out of town and she had to put the gas into her name at a cost of just under \$1400 as the gas company would not allow her to put the gas into her name until the full bill was paid. The tenant failed to provide documentary evidence to prove this payment. .

Monetary Order and Cost of Filing fee

With respect to each of the Tenant's claims I find as follows:

- a. I dismissed the Tenant's claim of \$1400 for double the security deposit with leave to re-apply as the Tenant failed to provide sufficient evidence that she provided the landlord with her forwarding address in writing. The Tenant must wait 15 day after the landlord receives the tenant's forwarding address before she call bring a claim for the doubling of the security deposit. The provision of a forwarding address is required before the claim can be filed.
- b. I determined the tenant is entitled to her claim of \$479.12 for the cost of staying in a hotel for 3 days. Electricity and gas was included in the rent and was part of the landlord's obligations. The landlord failed to ensure the gas bill was paid and it was cut off forcing the tenant to leave for the 3 days.
- c. I dismissed the tenant's claim of just under \$1400 for the cost of the gas bill with leave to re-apply as the tenant failed to include the documentary evidence that she paid the Fortis gas bill.

Conclusion:

In conclusion I dismissed the claim for double the security deposit and to recover the monies paid to Fortis gas with liberty to re-apply. I determined the tenant was entitled to recover from the landlord the cost of 3 days in the hotel. I ordered the landlord to pay to the tenant the sum of \$479.12.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

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: October 29, 2019

Residential Tenancy Branch