



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

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; and
2. An Order for the return of the security deposit - Section 38.

The Landlord did not attend the hearing. I accept the Tenants’ evidence that the Landlord was served with the application for dispute resolution, notice of hearing and all evidence (the “Materials”) by registered mail on September 19, 2019 in accordance with Section 89 of the Act. Postal evidence indicates that the Landlord collected the mail. 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 the monetary amounts claimed?

Background and Evidence

On November 20, 2018 the Tenants paid the Landlord \$1,225.00 as a security deposit for a rental unit. On December 6, 2018 the Tenants signed a tenancy agreement for the tenancy to start at that unit on January 15, 2019. On December 16, 2018 the Tenants paid their first month’s rent of \$2,450.00. On December 31, 2018 the Landlord cancelled the tenancy and the Tenants were not able to move into the unit. The Tenants provided

their forwarding address in a letter dated January 10, 2019 that demanded repayment of the rent and security deposit from the Landlord. The Landlord has not returned the monies. The Tenants claim \$2,450.00 as the rent paid and return of the security deposit. The Tenants do not waive any entitlement they may have to return of double the security deposit.

Analysis

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 signed tenancy agreement and the collection of the security deposit, I find that the Landlord entered into a valid agreement to provide the rental unit to the Tenants. As the Landlord did not provide that unit to the Tenants, I find that the Tenants are entitled to recovery of the rent paid of **\$2,450.00**.

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 that the Tenants provided their forwarding address to the Landlord, as the Landlord has not returned the security deposit and as there is no evidence that the Landlord made any application to claim against the security deposit, I find that the Landlord must now pay the Tenants double the security deposit plus zero interest of **\$2,450.00**. The Tenants are entitled to a total monetary entitlement of **\$4,900.00**.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$4,900.00**. 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 Act.

Dated: January 13, 2020

Residential Tenancy Branch