



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDCT, FFT

Introduction

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

1. An Order for the return of the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67; 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, notice of hearing and all evidence (the “Package”) by registered mail on January 8, 2021 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 Package on January 13, 2021. The Tenant was given full opportunity to be heard, to present evidence and to make submissions. The Tenant confirms that its monetary order worksheet contains errors and that the Tenant’s claims are as set out on the application.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on November 5, 2016 and ended on January 22, 2019. Although the Tenant signed a tenancy agreement the Landlord did not provide a copy of that agreement to the Tenant. At the outset of the tenancy the Landlord collected \$375.00 as a security deposit and \$375.00 as a pet deposit. No move-in or move-out inspections were conducted. The Tenant sent its forwarding address to the Landlord by registered mail on November 5, 2019. The Landlord has not returned the security and pet deposit and has not made an application to claim against the deposits.

The Tenant claims return of the security and pet deposit.

In August 2018 the Tenant had no heat or hot water. The Tenant told the Landlord about the problems and the Landlord became angry telling the Tenant to bathe in cold water or move-out. The Landlord remedied these problems for the start of September 2018. The Tenant's stove stopped working in November 2018 and despite informing the Landlord no repairs were made and the Tenant was without a stove to the end of the tenancy. The Tenant claims \$100.00 for these losses.

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 security and pet deposits. Given the Tenant's undisputed evidence of the payment of the security and pet deposits, the end of the tenancy, the provision of its forwarding address with no return of the deposits or claim being made by the Landlord, I find that the Tenant is entitled to return of double the combined security and pet deposit of **\$1,500.00** ($375.00 + 375.00 = 750, 750.00 \times 2 = 1,500.00$).

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 Tenant's undisputed evidence that the Tenant did not have heat or hot water for a month nor a stove for approximately 2 months despite informing the Landlord, I find that the Tenant has substantiated that the Landlord did not comply with ensuring these items. The Tenant is therefore entitled to the compensation claimed of **\$100.00**.

As the Tenant has been successful with its claims, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,700.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$1,700.00**. 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: May 07, 2021

Residential Tenancy Branch