



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for double the \$700.00 security deposit and for \$1000.00 for loss of use and enjoyment, for a total claim of \$2400.00.

### Decision and reasons

#### Security deposit

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

The Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date

the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

This tenancy ended on June 1, 2009 and the landlord stated that they do not dispute the fact that they received a forwarding address well before the tenants applied for dispute resolution, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore, I am required to order that the landlord must pay double the amount of the security deposit to the tenant.

The tenants paid a deposit of \$700.00 and therefore the landlord must pay \$1400.00 to the tenant.

### Loss of use of enjoyment

The tenants also claimed \$1000.00 for loss of use and enjoyment, claiming that the landlord failed to stop the tenant below from electrifying the floor with a stun gun, failed to inform them of a cockroach and bedbug infestation, before they moved into the rental unit, and entered the rental unit without the tenants permission on at least two occasions. At the hearing however the tenants admitted that they had no proof that the tenant below had been electrifying the floor with a stun gun, that the cockroach and bedbug infestation occurred after they moved into the rental unit and was dealt with by the landlords, and stated that the person who entered the rental unit's name was Leonard however the landlord has no employees named Leonard.



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The landlord testified that he investigated the claim of the electrified floor, speaking with the tenant that lived below the applicants and she denied ever electrifying the tenants floor and had no idea what they were talking about.

The landlord further testified that the insect infestation was dealt with promptly by professionals once it was discovered as they do not want insects in their buildings.

The landlord further testified that they always give proper notice before entering at tenants rental unit and that he has no idea who this Leonard person is who was entering their suite.

It is my decision that the tenants have not met the burden of proving their claim for loss of use and enjoyment. They have supplied little to no evidence in support of their claim, and in fact some of their testimony supports the landlord's testimony that the insect infestation was dealt with promptly.

## Conclusion

I have allowed \$1400.00 of the applicants claim and the remaining \$1000.00 is dismissed without leave to reapply.

I therefore issued an order for the respondent to pay \$1400.00 to the applicants.

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: November 10, 2009.

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Dispute Resolution Officer