



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with an application by the tenant for a double recovery of the security deposit and further monetary compensation for damage or loss under the Act. Despite having been served the notice of hearing and application for dispute resolution by registered mail on March 25, 2011, the landlord did not attend the hearing.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?
Is the tenant entitled to further monetary compensation as claimed?

Background and Evidence

The tenancy began in August 2009. At the outset of the tenancy, the tenant paid a security deposit of \$747.50. At the end of the tenancy, the monthly rent was \$1525.

The tenant had conversations with the landlord about his intention to move out of the rental unit and he then gave written notice of his intention to vacate the rental unit at the end of January 2011.

On January 25, 2011, the tenant was out of town and it came to his attention that the landlord had entered the rental unit, packed up most of the tenant's belongings, left many items outside in the snow and changed the locks. Many food items were ruined, and several personal items of the tenant were damaged beyond repair. The tenant provided an itemized list and estimated the value of those items, as well as photographs of the tenant's belongings packed up and several of them left outside in the snow. The tenant also provided statements from three witnesses, one who saw the landlord moving the tenant's belongings out of the rental unit, and two who described the condition of the rental unit after the landlord packed up the tenant's belongings. The tenant has claimed \$2606 for the cost of his belongings that were damaged by the landlord's actions, and \$344.35 for reimbursement of rent for January 25 through 31, 2011.

On January 29, 2011, the tenant moved out of the rental unit and provided the landlord with his written forwarding address. The landlord has not returned the security deposit or applied for dispute resolution to keep the security deposit.

Analysis

In regard to the security deposit, I find as follows. Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. In this case, the tenancy ended on January 29, 2011, and the tenant provided his forwarding address in writing on that date. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. The tenant is therefore entitled to double recovery of the security deposit, in the amount of \$1495.

In regard to the remainder of the tenant's application, I find that that tenant has provided sufficient evidence to establish his claim. The landlord's actions damaged the tenant's belongings, and the landlord acted contrary to the Act when she changed the locks before the tenancy had ended. I grant the tenant \$2606 for his belongings and \$344.35 as compensation for the landlord's improper action in changing the locks.

As the tenant's application was successful, he is also entitled to recover the \$50 filing fee for the cost of his application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$4495.35. 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: July 8, 2011.

Residential Tenancy Branch