



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes: MNDC, MNSD

Introduction

This hearing dealt with the tenant's application for compensation for overpayment of rent and double the return of the security deposit. The tenant participated in the hearing and gave affirmed testimony. Despite being served with the application for dispute resolution and the notice of hearing, the landlord did not participate in the hearing.

Issue to be Decided

- Whether the tenant is entitled to a monetary order under the *Act*

Background and Evidence

The month-to-month tenancy began in September 2008. Rent in the amount of \$450.00 was payable in advance on the first day of each month. On September 1, 2008, the tenant paid full rent for September of \$450.00 plus a security deposit of \$225.00. As renovations were being done in the building, the tenant did not move into the unit until September 13, 2008. A verbal understanding was reached between the tenant and the building manager whereby the tenant would later be compensated for the 12 day period when he was unable to occupy the unit (September 1 – 12, 2008). There was no written residential tenancy agreement, the tenant's payment of rent and security deposit were made in cash and no receipts were provided.

The tenant vacated the unit on September 30, 2008. Following this, by way of verbal agreement between the tenant, his girlfriend and the building manager, occupancy of the unit was then immediately taken over by the tenant's girlfriend effective October 1, 2008.

On the basis of \$450.00 per month, the daily rent for September is calculated as \$15.00. As the tenant occupied the unit for only 18 days (September 13 – 30) the rent due totals \$270.00 (18 x \$15.00). As the tenant paid \$450.00, his entitlement to reimbursement totals \$180.00 (\$450.00 - \$270.00).

By way of verbal agreement between the tenant, his girlfriend and the building manager, the tenant assigned \$150.00 of the \$180.00 owed to him, toward payment of his girlfriend's rent for October. In the result, the tenant seeks compensation of overpayment in rent in the reduced amount of \$30.00 (\$180.00 - \$150.00).

The tenant informed the landlord of his forwarding address in writing by letter dated October 5, 2008. As the landlord has not subsequently reimbursed the security deposit the tenant seeks double the return of his security deposit in the amount of \$450.00.

The tenant states that he hand delivered the application for dispute resolution and the notice of hearing in person to the building manager on or about October 22, 2008.

Analysis

Based on the documentary evidence and undisputed testimony of the tenant, on a balance of probabilities I find that the application for dispute resolution and notice of hearing were properly served on the landlord.

As for the monetary order, I find the tenant has established a claim for \$30.00 in compensation for overpayment of rent. Pursuant to section 38 of the *Act*, I find the tenant is also entitled to double the return of the security deposit in the amount of \$450.00 plus interest on the original amount of the security deposit of \$00.87.

Accordingly, I hereby grant the tenant a monetary order under section 67 of the *Act* for \$480.87.

Conclusion

I hereby grant the tenant a monetary order under section 67 of the *Act* for **\$480.87**.
This order must be served on the landlord and may be filed in the Small Claims Court
and enforced as an order of that Court.

DATE: December 3, 2008

Dispute Resolution Officer