

Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes: OLC MNDC MNSD OPT

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. Both parties gave affirmed evidence and this matter proceeded on its merits.

Preliminary Matters

At the onset of the Hearing the Tenant withdrew her applications for an Order of Possession, Monetary Order for damages, and for an Order that the Landlord comply with the Act. The Tenant is proceeding with her application for return of the security deposit only.

Issue to be decided before proceeding with the Tenant’s application

- Were the parties in a tenancy agreement governed by the Act?

The Landlord took a security deposit, in the amount of half of the month’s rent. The monthly rent was \$800.00, payable in advance. There was no GST or PST charged for the room. I find that the parties entered into a month to month tenancy agreement governed under the *Residential Tenancy Act*.

Issue to be decided

- Is the Tenant entitled to return of the security deposit paid to the Landlord?

Background and Evidence

The Landlord took a security deposit from the Tenant in the amount of \$400.00, together with rent in the amount of \$800.00 on January 12, 2009. When the Tenant attempted to pay the Landlord rent on February 12, 2009, the Landlord refused, stating that the Tenant had to move out of the rental unit because the room was rented to someone else.

The Landlord did not return the Tenant's security deposit to the Tenant.

Analysis

The Tenant paid rent in full from January 12, 2009 to February 12, 2009. The Landlord did not allege any damage to the rental unit and made no application to retain any or all of the security deposit. Therefore, the Tenant is entitled to return of the security deposit in full from the Landlord.

Conclusion

I grant the Tenant a monetary order for \$400.00 against the Landlord. The Landlord will provide the Tenant a cheque in this amount on or before May 6, 2009. The Tenant will pick up the cheque at the Landlord's place of business.

I will provide the Landlord with a copy of this order, along with my written reasons. A copy of this order will be mailed to the Tenant, along with my written reasons, to the address noted for the Tenant on the Tenant's Application for Dispute Resolution. A copy of this order may be served on the Landlord, and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

May 4, 2009
