

DECISION

Dispute Codes: MNDC, MNSD, FF

This hearing dealt with an application by the tenant for a monetary order for the amount of the security deposit, applicable accrued interest, double the security deposit, and compensation in the amount of one month's rent.

The tenancy began on June 1, 2007. On the same day, the tenant paid to the landlord a security deposit in the amount of \$2800.00. A monthly rent in the amount of \$2800.00 was payable in advance on the first day of each month. On or about December 28, 2008, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The tenancy ended on February 28, 2009. The tenant provided the landlord with his written forwarding address on the same day. The landlord has not returned the security deposit or applied for dispute resolution.

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. I find that the tenancy ended on February 28, 2009, and that the tenant provided his forwarding address in writing on that date. I further find that 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.

I find that the tenant has established a claim for the security deposit of \$2800.00, accrued interest of \$66.99, and double the base amount of the security deposit in the amount of \$2800, for a total of \$5666.99.

Section 51 of the *Residential Tenancy Act* states that a tenant who receives a notice to end tenancy for landlord's use of property is entitled to receive from the landlord an amount that is equivalent to one month's rent payable under the tenancy agreement. In this case, both parties agreed that the tenant had not received such an amount from the landlord. Based on the above, I find that the tenant was served with a notice to end tenancy for landlord's use and that he has not received compensation equal to one month's rent in the amount of \$2800.00. Accordingly, I allow a claim for \$2800.00.

Based on the above, I find that the tenant has established a total claim of \$8466.99. The tenant is also entitled to recover the \$50.00 filing fee for this application. I grant the tenant an order under section 67 for the balance due of \$8516.99. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 19, 2009.