



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

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## Decision

### **Dispute Codes:**

MNDC.

MNSD.

FF

### **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 provided by the Tenant prior to the Hearing. The Landlord did not provide any evidence. Both parties gave affirmed evidence and this matter proceeded on its merits.

### **Issue(s) to be Decided**

This is the Tenant’s application for a Monetary Order; and to recover the filing fee for the cost of the application from the Landlord.

- (1) Is the Tenant entitled to a Monetary Order for double the security deposit?
- (2) Is the Tenant entitled to a Monetary Order for return of February, 2009 rent in the amount of \$1,000.00?
- (3) Is the Tenant entitled to recover the filing fee from the Tenant?

## **Background and Evidence**

The Tenant paid a security deposit in the amount of \$500.00 to the Landlord on December 8, 2007. Rent for the rental unit was \$1,000.00 per month. The Tenant moved out of the rental unit on January 31, 2009.

### **Tenant's evidence and testimony**

The Tenant testified that she served the Landlord with the Notice of Hearing documents by hand delivering the notice to an agent of the Landlord at the Landlord's business address on March 13, 2009, in the early afternoon.

The Tenant testified that she gave the Landlord notice to end the tenancy on December 31, 2009, by delivering her notice to the Landlord's agent. A move-out inspection was conducted on January 31, 2009.

The Tenant testified that in mid-February, 2009, she noticed that the Landlord had withdrawn \$1,000.00 from her bank account. She called the Landlord's agent and requested return of the \$1,000.00 and the security deposit of \$500.00. The Landlord's agent asked the Tenant for her forwarding address, which she provided again to the Landlord's agent. The Tenant did not receive the security deposit or the \$1,000.00 from the Landlord.

### **Landlord's agent's testimony**

The Landlord's agent testified that the Landlord did not receive notice of the Tenant's intention to end the tenancy, and therefore the Tenant owed the Landlord rent for the month of February, 2009. The Landlord's agent testified that he believed another agent of the Landlord had made an application with respect to the security deposit, but did not know the file number.

The Landlord's agent testified that the suite had to be cleaned prior to putting the rental unit back on the market for rent. The Landlord's agent testified that the rental unit has still not been re-rented.

### **Analysis**

I accept the Tenant's testimony that on December 31, 2008, she provided the Landlord's agent with her notice to end the tenancy effective January 31, 2009. A copy of the Tenant's notice to end tenancy was entered into evidence. An agent of the Landlord signed the notice, indicating receipt of the notice on December 31, 2009. Therefore, the Landlord was not entitled to collect rent from the Tenant for the month of February, 2009, and I order that the Landlord to pay the Tenant the amount of \$1,000.00.

The Tenant provided a copy of the Condition Inspection Report, with the move-out date of January 31, 2009. The Condition Inspection Report was signed by the Tenant and an agent of the Landlord, and indicates that the rental unit was left in satisfactory condition. The Condition Inspection Report also contains the Tenant's forwarding address. Therefore, I find that the Tenant provided the Landlord with written notification of her forwarding address on January 31, 2009. The Landlord did not return the Tenant's security deposit and did not make an application for dispute resolution with respect to the security deposit within 15 days of receiving the Tenant's written notification of her forwarding address. Therefore, pursuant to Section 38(6) of the Act, the Tenant is entitled to a Monetary Order against the Landlord for double the security deposit, together with interest accrued on the security deposit from December 8, 2008, and I make that order.

The Tenant has been successful in her application and is entitled to recover the cost of the filing fee from the Landlord.

The Tenant has established a Monetary Order as follows:

Return of February, 2009 rent:	\$1,000.00
Double the security deposit paid:	\$1,000.00
Interest accrued on the \$500.00 security deposit from December 8, 2007 to date:	\$7.51
Recovery of the filing fee:	<u>\$50.00</u>
TOTAL monetary order for the Tenant:	\$2,057.51
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### **Conclusion**

I hereby grant the Tenant a Monetary Order in the amount of \$2,057.51 against the Landlord. This Order must 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.

June 11, 2009

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