

## **DECISION**

**Dispute Codes:** MNSD, MNDC, 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 for loss under the *Act* and tenancy agreement.

At the outset of the hearing, the tenant's application was amended to include an application for a monetary order for compensation for loss under the *Act* and tenancy agreement.

The tenancy began on June 15, 2005. The tenant paid a security deposit of \$425.00 on the same day. A monthly rent in the amount of \$950.00 was payable on the 15<sup>th</sup> of each month. On May 3, 2009, the landlord served the tenant with a notice to end tenancy for landlord's use of property. On May 4, 2009, the tenant served the landlord with a notice to end tenancy effective May 15, 2009. On May 7, 2009, the tenant moved out of the rental unit. The tenant provided the landlord with her written forwarding address on April 22, 2009. The landlord has not returned the security deposit or applied for dispute resolution.

### **Return of Security Deposit**

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 May 7, 2009, and that the tenant provided her forwarding address in writing on April 22, 2009. 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 \$425.00, accrued interest of \$15.06, and double the base amount of the security deposit in the amount of \$425.00, for a total of \$865.06.

#### Compensation for Loss under the Act and Tenancy Agreement

Section 51 of the *Residential Tenancy Act* states that a tenant who receives a notice to end tenancy under "landlord's use of property" is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement. In this case, both parties agreed that the landlord had served the tenant with a notice to end tenancy for landlord's use on May 3, 2009 and the tenant had not received from the landlord an amount equal to one month's rent payable under the tenancy agreement. Accordingly, I find that the tenant has established a claim for one month's rent under the tenancy agreement for the amount of \$950.00.

#### Conclusion

The tenant has established a total claim of \$1815.06. 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 \$1865.06. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated August 27, 2009.