



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit and for compensation for damage or loss under the Act or tenancy agreement.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of a security deposit?
2. Is the Tenant entitled to compensation for damages and if so, how much?

Background and Evidence

This tenancy started on October 1, 2007 and ended on February 28, 2009. Rent was \$600.00 per month. The Tenant paid a security deposit of \$300.00 at the beginning of the tenancy.

The Tenant said that the Landlord served her with a 2 Month Notice to End Tenancy dated February 3, 2009 which stated that the Landlord intended to do renovations to the rental unit. The Tenant claimed that the Landlord did not do renovations and as a result, she sought compensation equivalent to 2 months rent. The Tenant also said that the Landlord did not return her security deposit and that she did not give the Landlord written authorization to keep the security deposit. The Tenant admitted that she did not give the Landlord her forwarding address in writing.

Analysis

Section 51(2) of the Act says that if a Tenant receives a Notice to End Tenancy under s. 49 but the Landlord has not taken steps to “accomplish the stated purpose for ending the tenancy” within a reasonable period, the Landlord must pay the Tenant an amount that is equivalent to double the monthly rent.

Section 52 of the Act says that in order to be effective (and enforceable), a Notice to End Tenancy, when given by a Landlord must be in the approved form. The 2 Month Notice served on the Tenant by the Landlord dated February 3, 2009 is a ½ page type written document and I find that it is not on an approved form. Consequently, the Tenant’s application for compensation related to this Notice is dismissed.



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Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against it. If the Landlord does not do either one of these things and does not have the Tenant's written authorization to keep the security deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit to the Tenant.

I find that the Tenant did not provide the Landlord with her forwarding address in writing and as a result, I find that s. 38(6) of the Act does not apply. The Landlord admitted that she did not do a move in or a move out condition inspection report. As a result, I find pursuant to s. 24(2) and s. 36(2) of the Act that the Landlord would not be entitled to keep the security deposit to offset damages to the rental unit and accordingly, I order the Landlord to return the Tenant's security deposit to her with accrued interest of \$5.65. As the Tenant has been successful in this matter, I also find that she is also entitled to recover the \$50.00 filing fee for this proceeding.

Conclusion

A monetary order in the amount of **\$355.65** has been issued to the Tenant and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 07, 2009.

Dispute Resolution Officer