

## Decision

Dispute Codes: MNR, MNDC, MNSD

### Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began in 2003 at which time a \$365.00 security deposit was paid. The rental rate was set at \$730.00 per month. On or about March 12, 2009 the tenant was served with a two month notice to end tenancy (the "Notice"). The tenant vacated the rental unit on or about May 7 after having paid rent for the month of May. The landlord reimbursed the tenant \$700.00 in rent. The tenant provided the landlord with his forwarding address on June 12 and requested the return of his security deposit. The tenant seeks compensation under section 51 of the Act for having received the Notice, reimbursement of the \$30.00 paid for May's rent which was not returned, double his security deposit and moving expenses

### Analysis

Section 50 of the Act permits a tenant who receives a two month notice to end tenancy to end the tenancy earlier by giving the landlord 10 day's notice. The parties agreed that the tenant had advised the landlord that he would be leaving earlier than the effective date of the Notice. Section 50(2) obligates the landlord to reimburse rent paid for a period after the effective date of the tenant's notice. I find that the landlord returned \$700.00 of the \$730.00 paid in rent for May and was entitled to retain the remaining \$30.00 as the tenant occupied the rental unit for part of May. The tenant's claim for the return of \$30.00 is dismissed.

Section 51(1) of the Act obligates a landlord who serves a two month notice to end tenancy to compensate the tenant by paying to the tenant the equivalent of one month's rent. I find that the tenant is entitled to receive \$730.00 from the landlord and I award

the tenant that sum.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address. The tenant did not make an application for double his security deposit and I find that it would offend the principles of natural justice to award the tenant double the deposit when the landlord had no notice of that claim. I find that the landlord must return the security deposit of \$365.00 together with the \$12.92 in interest which has accrued to the date of this judgment and I award the tenant \$377.92.

I find that the tenant is not entitled to make a claim for moving expenses as the compensation provided under section 51 of the Act is designed to compensate the tenant for expenses associated with the end of the tenancy. I dismiss the tenant's claim for moving expenses.

### Conclusion

I grant the tenant an order under section 67 for \$1,107.92, which sum includes the section 51 compensation, the security deposit and interest. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated November 13, 2009.