

Decision

Dispute Codes:

MNSD

Introduction

This hearing was in response to an Application for Dispute Resolution, in which the Tenant applied for the return of his security deposit. It is apparent from the information on the Application that the Tenant is also requesting a monetary Order for money owed or for damage or loss, and the Application was amended accordingly.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of the security deposit paid in relation to this tenancy and whether the Tenant is entitled to the return of some of the rent he paid for November of 2008.

Background and Evidence

The Landlord and the Tenant agree that they shared the kitchen and bathroom facilities in this rental accommodation, although the Landlord is not the owner of the residence.

The Landlord and the Tenant agree that this tenancy began on November 03, 2008. The Landlord stated that the Tenant moved out of the rental unit on November 20, 2008; the Tenant stated that he moved out of the rental unit on November 19, 2008; and the Witness for the Tenant stated that he helped the Tenant move his personal belongings out of the rental unit on November 20, 2008, although the Tenant stayed at his home on November 19, 2008.

The Landlord and the Tenant agree that the monthly rent for the rental unit was \$500.00 per month. The parties agree that the Tenant paid \$350.00 in rent on November 4, 2008; and \$150.00 in rent on November 04, 2008.

The Landlord and the Tenant agree that the Tenant paid \$100.00 towards his security deposit on November 01, 2008. The parties agree that the Tenant paid another \$100.00 towards the security deposit on November 04, 2008.

The parties agree that the Landlord loaned the Tenant \$50.00 on November 04, 2008, which has since been repaid. This loan is not relevant to the tenancy.

The Landlord and the Tenant agree that the Tenant did not authorize the Landlord to retain the security deposit; that the Landlord did not return the security deposit; and that the Landlord did not file an Application for Dispute Resolution claiming against the security deposit. The Landlord stated that he kept the security deposit because the Tenant was smoking in the rental unit, which was not permitted.

The Landlord and the Tenant agree that the Tenant did not provide the Landlord with a forwarding address until he served him with this Application for Dispute Resolution.

The Landlord and the Tenant agree that they had an argument on November 19, 2008. The Tenant contends that they argued because the Landlord wanted his rent for December before December 01, 2008. The Landlord agrees that he asked for rent early but only because the Tenant had advised him he was leaving for Williams Lake and would not be back until December 01, 2008, and he was concerned that he would not receive his rent payment on time.

The Tenant stated that he vacated the rental unit because of their argument over rent, and he is seeking to have his rent returned for the eleven days that he did not reside in the rental unit. The Landlord argues that he is not entitled to any portion of the rent for November as he did not ask the Tenant to leave prior to November 30, 2008, although he agrees that he asked him to leave at the end of the November.

Analysis

The evidence shows that the Tenant paid a security deposit of \$200.00; that the Tenant did not authorize the Landlord to retain any portion of the security deposit; that the Landlord did not file an Application for Dispute Resolution claiming against the deposit; that the Landlord did not have authorization to retain any portion of it; and that the Tenant did not provide the Landlord with a forwarding address until he filed an Application for Dispute Resolution.

I find that the Landlord must return the security deposit, plus interest, in the amount of \$200.49, as he has not made application to retain any portion of it. I do not find that the Tenant is entitled to additional compensation, pursuant to section 38(6) of the *Act*, as the Tenant did not provide the Landlord with a forwarding address prior to submitting an Application for Dispute Resolution.

I find that the Tenant submitted insufficient evidence to establish that he was forced to vacate the rental unit prior to November 30, 2008. Rather, I find that the Tenant elected to vacate the rental unit prior to the end of the month. On this basis, I dismiss the Tenant's application to recover a portion of the rent he paid for November of 2008.

Conclusion

I find that the Tenant has established a monetary claim of \$200.49, which is comprised of his security deposit and \$0.49 in interest, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: February 09, 2009.
