



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally.

All testimony was taken under affirmation.

Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is a request for a monetary Order for \$3,300.00 and a request that the landlord bear the cost of the filing fee that was paid for the application for dispute resolution.

The landlord's application is a request for an order allowing the landlord to keep the full security deposit plus interest and an order that the tenant's bear the cost of the filing fee that was paid for the application for dispute resolution.



Dispute Resolution Services

Page: 2

Residential Tenancy Branch
Ministry of Housing and Social Development

Background and Evidence

Landlord's Application

Decision & Reasons

Rent

The landlord is claiming that the tenants did not give proper notice to end the tenancy on October 7, 2009, and as a result she wants to be paid 1/2 months rent totalling \$1100.00; however the landlord had asked the tenants to vacate and even signed a rent receipt for the period of September 15, 2009 to October 15, 2009, on which she states that if the tenants move out early she will refund the balance, and in fact when the tenants moved out early, she did refund \$586.67 to the tenants.

Therefore it is my finding that the landlord had agreed to allow the tenants to move and she cannot now claim any further rent from the tenants.

Locks

The landlord is also claiming that the tenants failed to return 1 of the keys on time and so she had the locks changed; however it is my finding that the landlord was fully aware that the tenant was making arrangements to return the overlooked key, and therefore I will not allow the claim for changing locks.

Conclusion

The landlord's application is dismissed in full without leave to re-apply.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

Tenants Application

Decision & reasons

Security Deposit

The tenant is requesting the return of the full security deposit plus interest, and since I have dismissed the landlords full claim, I find in favour of the tenants and have issued an order for the landlord to return the full security deposit plus interest---\$1,105.91

Compensation for Notice to End Tenancy for landlord use

The tenants are requesting an order that the landlord compensate them the equivalent of 1 months rent, because she gave them a Notice to End Tenancy for landlord use and even though it was not in the required form, they relied on it and moved.

It is my decision that I will not allow the claim for compensation, because the tenants were never served with a valid section 49 Notice to End Tenancy and therefore they were under no obligation to move out of the rental unit. There is no requirement in the Residential Tenancy Act for a landlord to pay compensation if a tenant vacates without having been served a Section 49 Notice to End Tenancy.

Conclusion

I have issued an order for the landlord to return the tenants full security deposit plus interest, plus the pay the filing fee paid by the tenants, for a total of \$ 1,155.91.

I dismiss the remainder of the tenants claim without leave to re-apply.

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: February 15, 2010.

Dispute Resolution Officer