



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This is the Tenants' application for double the security deposit in accordance with the provisions of Section 38(6) of the Act; and to recover the cost of the filing fee from the Landlord.

Both parties gave affirmed evidence and this matter proceeded on its merits.

Issue(s) to be Decided

- (1) Is the Tenant entitled to a monetary order under Section 38(6) of the Act?

Background and Evidence

Tenants' evidence

- The tenancy began on September 1, 2009. It was a fixed term tenancy, due to end on February 28, 2010. Monthly rent was \$2,500.00. The Tenants provided a security deposit in the amount of \$1,250.00 at the beginning of the tenancy.
- The Tenants moved out of the rental unit on December 18, 2009, and met with the Landlord on that date to turn over the keys and perform the Condition Inspection Report. The Tenants wrote their forwarding address on the bottom of the Condition Inspection Report.
- The Landlord has not returned any of the security deposit to the Tenants.
- On January 5, 2010, the Landlord sent an e-mail to the Tenants advising that she would not be returning the security deposit.

Landlord's evidence

- On November 30, 2009, the Tenants sent an e-mail to the Landlord advising that they would be terminating the tenancy on December 15, 2009. The Tenants had signed a lease, which was not due to expire until February 28, 2010. The Landlord attempted to re-rent the rental unit, but was not able to do so for January 1, 2010. The Landlord was successful in re-renting the rental unit on March 1, 2010.
- The Tenants agreed that the Landlord could apply the security deposit towards January's rent. The Landlord provided a copy of an e-mail dated January 4, 2010 in evidence.

Analysis

The parties established a practice of communication through e-mails. The Tenants gave (insufficient) notice to end the tenancy early on November 30, 2009, effective December 15, 2009. The Tenants requested the Landlord to apply the security deposit towards unpaid rent, via e-mail.

Based on the testimony and documentary evidence provided, I find that the Tenants agreed that the security deposit would be applied towards January, 2010, rent. Therefore, the security deposit was extinguished and the Tenant's application is dismissed.

Conclusion

The Tenants' application is dismissed.



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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: July 08, 2010.

Dispute Resolution Officer