



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF, O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant only. The landlord did not attend.

The tenant provided written and testimonial confirmation that Notice of Hearing documents were sent to the landlord via registered mail on April 20, 2010 and additional evidence via registered mail on August 10, 2010.

I find that the landlord has been served with the Notice of Hearing documents and evidence in accordance with Section 88 of the *Residential Tenancy Act (Act)*.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for a rent refund for May 2010; for all or part of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began on February 27, 2010 as a 6 month fixed term tenancy for a monthly rent of \$1,075.00 due on the 1st of the month; a security deposit of \$537.50 was paid on February 27, 2010.

The tenant testified that he gave notice to end the tenancy on April 6, 2010 and that he moved out of the rental unit on May 1, 2010 at which time he gave the landlord his forwarding address by writing it on the move out Condition Inspection Report.

The tenant testified that he cancelled his May 2010 rent cheque and therefore did not pay rent for the month of May 2010.

Analysis

As the tenant did not pay rent for the month of May 2010, I dismiss this portion of his application.

Section 38(1) of the *Act* states a landlord must return the security deposit to the tenant within 15 days of the end of the tenancy and receipt of the tenant's forwarding address in writing. Section 38(6) states that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the amount of the security deposit.

Based on the tenant's testimony and in the absence of any evidence or testimony from the landlord, I find the landlord has failed to comply with Section 38(1) of the *Act*.

Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and I therefore grant a monetary order in the amount of **\$1,125.00** comprised of \$1,075.00 double the amount of the security deposit and the \$50.00 fee paid by the tenant for this application.

This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) 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: August 30, 2010.

Dispute Resolution Officer