



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the tenant for an order for the return of double her security deposit. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the tenant entitled to the return of double her security deposit?

### Background and Evidence

The tenant testified that she paid a \$375.00 security deposit and a \$375.00 pet deposit at the outset of the tenancy in May 2010. On May 5 the tenant gave the landlord's agent, D.L., a notice advising that she was ending her tenancy the same day. The notice contained her forwarding address and the tenant returned the keys together with the notice. The landlord claimed that he did not receive the forwarding address until June 5. The parties agreed that the landlord returned the security and pet deposits in June. The tenant seeks double her deposits pursuant to section 38 of the Act.

### Analysis

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. Section 45 of the Act provides that a tenant may end a tenancy by providing one full month's notice to the landlord. A notice given on May 5 could not have taken effect prior to June 30. The only circumstances under which a tenant can unilaterally end a tenancy without one full

month's notice is under section 45(3) which requires the tenant to give the landlord written notice that he has breached a material term of the tenancy and provided reasonable opportunity for him to correct that breach prior to ending her tenancy. I find that the tenant did not end her tenancy pursuant to section 45(3) and therefore find that the tenancy cannot be said to have ended on May 5.

### Conclusion

I find that the tenancy cannot have legally ended prior to June 30 and therefore the landlord acted within the statutorily prescribed timeframe to return the security and pet deposits.

Dated: October 08, 2010

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Dispute Resolution Officer