



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNSD, O

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and issues regarding the validity of the notice to end tenancy, served on her. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

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

Background and Evidence

The tenancy started on March 15, 2010 and ended on June 01, 2010. Prior to moving in the tenant paid a security deposit of \$375.00.

On April 02, 2010, the landlord served the tenant with a notice to end tenancy. The notice was in the form of a letter and the effective date of notice was June 01, 2010. The tenant did not dispute the notice and moved out by the effective date.

On June 01, 2010 both parties conducted a move out inspection. The tenant agreed that she had signed the report. In the report, the tenant allowed the landlord to retain the entire security deposit of \$375.00. Both parties agreed that this would cover the balance that the tenant owed for rent.

Analysis

Based on the sworn testimony of both parties, I find that the landlord did not serve the tenant with a valid notice to end tenancy. However, since the tenant did not dispute the notice and the tenancy has ended, this issue of the validity of the notice is moot.

The tenant agreed in writing to allow the landlord to retain the security deposit.
Therefore, I find that the tenant is not entitled to the return of the security deposit.

Conclusion

The tenant's application is dismissed in its entirety.

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: November 12, 2010.

Dispute Resolution Officer