

DECISION

Dispute Codes MNSD, FF, O

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for return of double the amount of the pet damage deposit or security deposit and to recover the filing fee from the landlord.

The parties both attended the conference call hearing, gave affirmed testimony, and were given the opportunity to cross examine each other on their evidence.

Issue(s) to be Decided

Is the tenant entitled to double return of the pet damage deposit or security deposit?

Background and Evidence

This fixed term tenancy began on October 1, 2009 and was to expire on March 31, 2010. Rent in the amount of \$1,250.00 was payable in advance on the 1st day of each month. At the outset of the tenancy, the landlord collected a security deposit in the amount of \$600.00 from the tenant.

The tenant testified that the parties had verbally agreed that, since the tenant felt she had to move for the health concerns of her dog, the tenant would be permitted to move from the rental unit on March 14, 2010 and pay half a month's rent for that month. The tenant paid half a month's rent and vacated the rental unit on March 14, 2010.

No move-in condition inspection report had been completed at the beginning of the tenancy, although the tenant asked the landlord to complete one. Further, no move-out condition inspection report was completed.

The tenant further testified that she sent the landlord her forwarding address by registered mail on September 3, 2010. A copy of that letter was not provided in advance of the hearing, however the tenant read a copy into evidence and it requests \$600.00 to be returned to her from the security deposit held by the landlord. The landlord returned a letter to the tenant, but no money was sent to the tenant.

The landlord did not dispute the testimony of the tenant, and testified that she contacted the Residential Tenancy Branch and was told by an information officer that she didn't have to repay the security deposit if the rent wasn't paid in full for the month of March, 2010 because the tenant hadn't given a month's written notice. When questioned about whether or not the landlord told the information officer that the parties had a verbal agreement, she admitted that she had not provided that information.

The landlord further testified that she has a claim for missing items from the rental unit, such as kitchen utensils and claims damages, but has not applied for dispute resolution.

Analysis

In the circumstances, I find that the parties had an agreement whereby the tenant would vacate the rental unit on March 14, 2010 and pay a half months rent for the month.

I further find that the landlord was provided with the tenant's forwarding address in writing by way of registered mail which was sent on September 3, 2010. I further find that the mail was deemed to have been received by the landlord on September 8, 2010 which is 5 days after such mailing. The landlord has not returned the security deposit and has not applied for dispute resolution to retain the security deposit within the 15 days as provided for in the *Residential Tenancy Act*. Therefore, I find that the tenant has established a claim for double the return of the security deposit, or \$1,200.00. The tenant is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

The tenant also applied for recovery of the cost of registered mail sent to the landlord. I find that this claim is without basis and is hereby dismissed without leave to reapply.

With respect to the landlord's testimony about missing items from the rental unit, I have no application before me by the landlord. The landlord is at liberty to apply for damages or missing items.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant in the amount of \$1,250.00 pursuant to Section 67 of the *Residential Tenancy Act*. This

order may be filed in the Provincial Court of British Columbia, Small Claims division 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: February 25, 2011.

Residential Tenancy Branch