



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application for monetary compensation. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 2, 2011, the landlord did not attend the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation pursuant to a notice to end tenancy for landlord use?

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

Background and Evidence

The tenancy began in August 2010, with monthly rent in the amount of \$950. At the outset of the tenancy, the landlord received from the tenant a security deposit in the amount of \$475.

On January 30, 2011, the landlord served the tenant with a two month notice to end tenancy for landlord's use. On February 1, 2011 the tenant paid her rent of \$950. On February 17, 2011 the tenant gave the landlord 10 days' written notice of her intention to vacate. The tenant vacated the rental unit on February 17, 2011. On February 22, 2011 the tenant wrote to the landlord to request the return of the balance of her rent paid for February 2011, as well as \$950 compensation equivalent to one month's rent, and return of her security deposit. The landlord did not respond to the tenant's letter and did not pay the tenant any of these amounts or make an application to keep the security deposit.

Analysis

In regard to the reimbursement of rent and compensation pursuant to the notice to end tenancy for landlord's use, I find as follows.

Under section 50 of the Act, a tenant who has received a notice to end tenancy for landlord's use may end the tenancy early by giving a written 10 day notice to end the tenancy on a date earlier than the effective date of the landlord's notice. Where the tenant has paid full rent for the first of the two months and has given a written 10 day notice to vacate on a date that falls in that first month, the landlord must reimburse the tenant for the remaining days of that month.

Section 51 of the Act sets out that a tenant who receives a notice to end tenancy for landlord's use is entitled to compensation equivalent to one month's rent.

In this case, the tenant gave her notice in accordance with the Act, and she is therefore entitled to reimbursement of rent for February 18 through 28, 2011 in the amount of \$339.30 (\$33.93 per day x 10 days). The tenant is also entitled to compensation equivalent to one month's rent, in the amount of \$950.

In regard to the security deposit, I find as follows.

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

In this case, the tenancy ended on February 17, 2011, and the tenant provided her forwarding address in writing on February 22, 2011. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I find that the tenant is entitled to double recovery of the security deposit of \$475, for a total of \$950.

As the tenant's application was successful, she is also entitled to recover the \$50 filing fee for the cost of her application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$2289.30. This order may be filed in the Small Claims Court 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: March 22, 2011.

Residential Tenancy Branch