



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1110.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

I first dealt with the matter of jurisdiction.

The landlords argued that this was shared accommodation in which the owner lived and shared the kitchen and bathroom with the tenant.

The tenant denied the landlords claim that the owner ever lived in the rental unit, and supplied a tenancy agreement that shows that she is renting the full unit, which makes no mention of sharing the unit with the landlord/owner.

Based on the evidence presented is my decision that the applicant/tenant was renting the full rental unit and this cannot be considered shared accommodation with the owner.

I therefore except jurisdiction over this matter and will deal with the claim requested by the applicant.

The applicant/tenant testified that:

- The landlords asked her to vacate without giving proper notice, and therefore to maintain family peace she decided to move, even though she knew she was not required to do so.
- She is therefore asking for moving costs that resulted from having to move on short notice, and is also asking for the return of one month rent since the landlords real reason for wanting the unit back was to move in a family member.
- The landlords have also failed to return her security deposit even though they were given a forwarding address on March 5, 2011.

The respondents/landlords testified that:

- They did receive a forwarding address in writing on March 5, 2011.

Analysis

It is my decision that I will not allow the tenants claim for moving costs, or for the return of one month rent, because the tenant chose to vacate even though she knew she was not required to do so.

I will however allow her claim for return of the security deposit and in fact, the Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in

writing, the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of security deposit.

This tenancy ended on March 5, 2011 and the landlord had a forwarding address in writing by March 5, 2011, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore even though the tenant has not applied for double the security deposit, the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$250.00 and therefore the landlords must pay \$500.00 to the tenant.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the landlords to pay \$550.00 to the tenant. The remainder of this claim is dismissed without leave to reapply.

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: June 17, 2011.

Residential Tenancy Branch