



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

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

### Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

### Background and Evidence

On December 20, 2010 the tenant entered into a tenancy agreement with the landlord and gave the landlord a security deposit of \$250.00 for the tenancy that was to commence February 1, 2011. In mid January 2011 the tenant called the landlord and advised him that she would not be occupying the rental unit and requested her security deposit back. The landlord and tenant discussed return of the security deposit and that the tenant may be liable for unpaid rent if tenants were not found for February 1, 2011.

The landlord testified that he had wanted a tenant for January 1, 2011 but that the tenant had expressed great interest in the suite so the landlord asked his current tenant to stay through January so the tenant could move in February 1, 2011. The landlord stated that the tenant then started calling asking the cost of the monthly utilities and ultimately called the landlord to say she would not be renting the unit from him. The landlord was able to find tenants for February 1, 2011 and did not suffer a loss of rental income.

The tenant testified that the landlord told her he would return the security deposit in full to her if he found new tenants for February 1, 2011 but that when she contacted him for the deposit he said he was now not returning the deposit as he was not happy with who he had rented the unit to. The tenant and her boyfriend then went to the landlord's place of work to deliver the tenant's forwarding address and the landlord commented that he had found this to be very threatening and harassing.

The tenant in this application is requesting return of double the \$250.00 security deposit.

### Analysis

Based on the documentary evidence and testimony I find that the tenant is entitled to return of the original \$250.00 security deposit but is not entitled to return of double the security deposit.

**Section 16 of the Act** speaks to: *Start of rights and obligations under tenancy agreement*

*The rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit.*

The tenant breached their obligation to the landlord when they entered into an agreement with the landlord which they later reneged on. And while the landlord to date has not made an application to claim against the security deposit, as tenant did not partake in a move-in condition inspection, the tenant may not now claim for return of double the security deposit.

I find that the tenant has established a claim for \$250.00 in return of the security deposit.

### Conclusion

I find that the tenant has established a monetary claim for **\$250.00** in return of the security deposit and I grant the tenant a monetary order under section 67 of the *Act* for this amount.

If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 30, 2011.

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Residential Tenancy Branch